

**MEMORANDUM OF UNDERSTANDING
BETWEEN
THE UNIVERSITY OF HAWAII, BOARD OF REGENTS AND
THE UNIVERSITY OF HAWAII PROFESSIONAL ASSEMBLY
UHM COLLEGE OF ARCHITECTURE AND TONGJI UNIVERSITY DUAL DEGREE
TRACK**

This Memorandum of Understanding (“MOU”) is entered into between the University of Hawai‘i Professional Assembly (“UHPA”), the State of Hawai‘i (“State”) and the Board of Regents of the University of Hawai‘i (“BOR”), regarding Article VIII, Faculty Travel of the 2015-2017 Unit 7 Agreement.

WHEREAS, on December 6, 2011 an Agreement on the Establishment of a Dual Degree and Articulation Agreement between Tongji University, College of Architecture and Urban Planning, and the University of Hawaii at Manoa, School of Architecture, was entered into between the parties; and

WHEREAS, the Dual Degree Track will be a new overseas academic opportunity offered through the University of Hawaii at Manoa, Study Abroad Center, as a Field Studies Program to be offered in Fall 2012;

WHEREAS, the amount of tuition and fees collected for the Dual Degree Track is insufficient to cover the contractual requirements governing faculty travel of bargaining unit 7 faculty members;

WHEREAS, the required exemptions for the Dual Degree Track is not covered under the July 1, 2015 through June 30, 2017 MOU between the parties regarding Summer UHM Study Abroad Programs; and

WHEREAS, pursuant to HRS, §89-10(a), the parties have negotiated exemptions to Article VIII, Faculty Travel, of the 2015-2017 Unit 7 Agreement to partially cover travel related costs and expenses afforded to faculty members at the University of Hawaii at Manoa, School of Architecture, who voluntarily accept teaching assignments at Tongji University as part of the Dual Degree Track.

NOW, THEREFORE, in consideration of the mutual promises contained herein the parties agree as follows:

1. The University of Hawaii at Manoa, College of Architecture, will appoint one (1) faculty member (who has volunteered to participate in the Dual Degree Track) by the Dean of the College of Architecture to serve as the on-site Faculty Resident Coordinator (“FRC”) for the Dual Degree Track at Tongji University and who shall reside at Tongji University, Shanghai, China, during the term of the assignment.
2. The assignment of an FRC shall be for a period of one calendar year (11 months), with an optional second consecutive year assignment subject to mutual agreement

between the FRC and the Dean of the College of Architecture, but in no event shall the assignment be extended beyond two consecutive years for any individual Unit 7 faculty member.

3. In lieu of Article VIII, Faculty Travel, Paragraphs B, C and D, of the 2015-2017 Unit 7 Agreement:
 - a. The University shall cover the FRC's travel expenses for one (1) roundtrip airfare between Hawaii and either Hongqiao International Airport or Pudong International Airport, Shanghai, China per semester; and one (1) roundtrip taxi fare to and from either Hongqiao International Airport or Pudong International Airport, Shanghai, China, to Tongji University per semester;
 - b. The FRC shall be provided with faculty housing accommodations at no cost to the FRC offered by Tongji University for the entire term of the assignment;
 - c. The FRC may reside in other housing accommodations not provided by Tongji University at their own expense.
 - d. The FRC shall not be provided with any per diem or reimbursement for meals during the term of the assignment.

4. Faculty members, who on a voluntary basis elect to teach in China for three (3) weeks as part of their normal teaching load on the Tongji University campus, the University will provide the following in lieu of Article VIII, Faculty Travel, Paragraphs B, C and D, of the 2015-2017 Unit 7 Agreement:
 - a. The University shall cover the faculty member's travel expenses for one (1) roundtrip airfare between Hawaii and either Hongqiao International Airport or Pudong International Airport, Shanghai, China; and one (1) roundtrip taxi fare to and from either Hongqiao International Airport or Pudong International Airport, Shanghai, China, to Tongji University;
 - b. The faculty member shall be provided with faculty housing accommodations offered by Tongji University for the entire term of the assignment;
 - c. The faculty member shall be provided with a daily meal allowance of 150 Yuan or roughly \$25.00 US dollars in which the faculty member could choose to eat on the Tongji University campus dining/cafeteria establishments, nearby restaurants, or through self-cooking within their faculty housing unit.

5. All faculty members who participate in the Dual Degree Program between Tongji University, College of Architecture and Urban Planning, and the University of Hawaii at Manoa, School of Architecture, shall not be entitled to any additional compensation other than their established University salaries.

This MOU shall be effective July 1, 2015 through June 30, 2017 unless either party terminates this MOU by giving thirty (30) days notice.

IN WITNESS WHEREOF, the UHPA, the State and the BOR have executed this MOU.

STATE OF HAWAII
UNIVERSITY OF HAWAII



Its President

UNIVERSITY OF HAWAII PROFESSIONAL
ASSEMBLY



Its Executive Director

STATE OF HAWAII



Its Chief Negotiator