




STATE OF HAWAII
DEPARTMENT OF EDUCATION

P.O. BOX 2360
HONOLULU, HAWAII 96804

OFFICE OF THE SUPERINTENDENT

June 4, 2020

TO: The Honorable Catherine Payne
Chairperson, Board of Education

FROM: Dr. Christina M. Kishimoto 
Superintendent

SUBJECT: **Board Action on Memorandum of Understanding Between State of Hawaii
Board of Education and Hawaii Government Employees Association
Bargaining Unit 06, 12-month Vice-Principal, Position Number 603498
Waianae High School Alternative Learning Programs and Services**

1. EXECUTIVE SUMMARY

The Papahana o Kaiona, Nanakuli-Waianae Complex Area Learning Program and Services (ALPS), was established to provide academic and behavioral support services to secondary students identified as alienated or at-risk. Beginning in School Year 2020-2021 there is a need for a 12-month vice-principal (12-month VP) to oversee the operations of the Waianae High School (WHS) ALPS (formerly known as Alternative Learning Centers).

In addition to operational oversight and project deliverables for implementation and compliance, the 12-month VP will provide administrative services for students, parents, teachers, and staff starting this summer and during fall, winter and spring breaks, recess, and intercession. The effective date of the Memorandum of Understanding (MOU) is July 1, 2020 to June 30, 2021.

2. BACKGROUND

The objectives of Papahana o Kaiona programs and services are:

1. To assist students in improving their academic competencies and enable them to meet the requirements of the Hawaii Content and Performance Standards III (HCPS III)/Common Core State Standards and meet graduation requirements.
2. To assist students in developing appropriate behaviors and social/emotional competencies through counseling and guidance activities.

3. To provide transitional support services to identified at-risk students as they move from school to alternative programs, re-enter school successfully, graduate from high school, or leave school to find employment or enroll in post-secondary endeavors (college, trade schools, military, etc.).

The 12-month VP would perform the essential functions similar to that of a Principal to manage, control and direct operations to meet program deliverables through alternative programs such as project-based community learning. The 12-month VP will build, develop, and implement the individual curriculum and content in consultation with the District Education Specialist (DES), counselor and faculty.

3. DISCUSSION

The following terms and conditions of the MOU are listed as follows:

- The work year of the 12-month VP will be July 1 to June 30;
- The 12-month VP will be compensated from the Unit 06 Collective Bargaining Agreement (CBA) 10-month VP salary schedule and receive an additional 20% differential. Salary payments will be paid on a 12-month basis;
- Position number is funded under program ID 18865;
- The 12-month VP will earn vacation and sick leave as described in the Unit 06 CBA, Article 25 for 12-month principals;
- The 12-month VP will observe the state holidays, including all election days; and
- The MOU will be effective from July 1, 2020 to June 30, 2021.

The 12-month VP ensures consistency of the ALPS and increases the Department's opportunities to provide free public education to Hawaii's at-risk students.

4. RECOMMENDATION

The Hawaii Department of Education recommends Board approval of the MOU between the State of Hawaii Board of Education and Hawaii Government Employees Association Bargaining Unit 06, 12-month Vice-Principal, Position Number 603498 Waianae High School Alternative Learning Programs and Services. The effective date of July 1, 2020, is consistent with the start of the new fiscal year and continued efforts to provide necessary supports to at-risk students during the summer break.

CMK:cac

Attachment: Memorandum of Understanding Between State of Hawaii Board of Education and Hawaii Government Employees Association Bargaining Unit 06, 12-month Vice-Principal, Position Number 603498 Waianae High School Alternative Learning Programs and Services

**MEMORANDUM OF UNDERSTANDING BETWEEN
STATE OF HAWAII BOARD OF EDUCATION AND
HAWAII GOVERNMENT EMPLOYEES ASSOCIATION
BARGAINING UNIT 06**

**12-Month Vice-Principal, Position Number 603498
Waianae High School
Alternative Learning Programs and Services**

This Memorandum of Understanding (MOU) is entered into this _____ day of May 2020 by and between the State of Hawaii, Board of Education and the Hawaii Government Employees Association, AFSCME, Local 152, AFL-CIO, on behalf of Bargaining Unit 06, and applicable to 12-month vice-principal, position number 603498, at Waianae High School (hereinafter "12-month VP");

WHEREAS, Waianae High School has established Alternative Learning Programs and Services (ALPS) (formerly known as Alternative Learning Centers) that provide academic and behavioral support services to secondary students identified as alienated or at risk;

WHEREAS, beginning in School Year 2020-2021 there is a need for a 12-month VP to oversee the operations of the ALPS and provide administrative services for students, parents, teachers, and staff, including during breaks and summer.

NOW THEREFORE, the parties agree to the following:

1. Except as modified herein, the provisions of the Unit 06 Contract shall apply.
2. This MOU is applicable only to said 12-month VP.
3. The work year for the 12-month VP shall be July 1 through June 30.
4. Compensation, Holidays, and Pay Administration
 - a. The 12-month VP shall be compensated from the Unit 06 10-Month Educational Officer (Vice Principal) salary schedule, and in addition shall receive a twenty percent (20%) differential for working a 12-month work year. Salary payments shall be earned and paid on a 12-month basis and shall not be prorated.
 - i. Article 25, A.1. pertaining to recall pay prior to the opening of school shall not apply to the 12-month VP.
 - b. The "annual salary rate" shall be the appropriate annual rate from the above referenced 10-month salary schedule plus the 20% differential.

- c. The "monthly salary rate" shall be the annual salary rate divided by twelve (12) months.
- d. The "daily salary rate per paid day" shall be the monthly salary rate divided by the number of week days in the month.
- e. Holidays

The 12-month VP shall observe the following holiday schedule and a "holiday" shall mean the following days of each year:

New Year's Day	First day of January
Dr. Martin Luther King, Jr. Day	Third Monday in January
Presidents' Day	Third Monday in February
Kuhio Day	Twenty-sixth day of March
Good Friday	Friday preceding Easter Sunday
Memorial Day	Last Monday in May
King Kamehameha Day	Eleventh day of June
Independence Day	Fourth day of July
Statehood (Admission) Day	Third Friday in August
Labor Day	First Monday in September
Veterans' Day	Eleventh day of November
Thanksgiving	Fourth Thursday in November
Christmas Day	Twenty-fifth day of December

In addition, all election days, except primary and special election days. And any day designated by proclamation by the President of the United States or by the Governor as a holiday.

- f. A "paid day" shall be defined as a week day (Monday through Friday). Paid days consist of working days, and holidays.
- g. Pay is earned for working days if the employee is on duty or is on authorized leave with pay.
- h. Pay is earned for holidays if the employee is on paid status for one (1) of the five (5) working days immediately preceding the holiday.
- i. "Paid status" means entitled to receive pay for a paid day.

5. Vacation and Sick Leave

- a. The Unit 06 Contract, Article 25, Compensation, A. Vacation, "12-month principals" shall be applicable to the 12-month VP in lieu of the "Ten-month (10) School level Educational Officers" provision of said Article.

- b. The 12-month VP will receive credit for 14 hours (1 ¾ days) of sick leave and 14 hours (1 ¾ days) of vacation leave for every full month of employment.

This Memorandum of Understanding shall be effective from July 1, 2020, to and including June 30, 2021, unless either of the parties terminates this MOU by giving thirty (30) days written notice.

IN WITNESS WHEREOF the parties hereto have executed this MEMORANDUM OF UNDERSTANDING the day and year first written above.

FOR THE EMPLOYER:

FOR THE UNION:

Catherine Payne, Chairperson
Board of Education

Randy Perreira, Executive Director
Hawaii Government Employees
Association



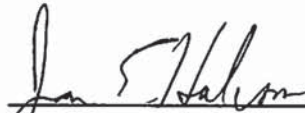
05/14/2020

Dr. Christina M. Kishimoto, Superintendent
Department of Education



Ryker J. Wada, Chief Negotiator
Office of Collective Bargaining

APPROVAL AS TO FORM:



James E. Halvorson
Deputy Attorney General