



**STATE OF HAWAII
DEPARTMENT OF EDUCATION
KA 'OIHANA HO'ONA'AUAO
P.O. BOX 2360
HONOLULU, HAWAII 96804**

OFFICE OF THE SUPERINTENDENT

September 21, 2023

TO: The Honorable Warren Haruki
Chairperson, Board of Education

FROM: Keith T. Hayashi
Superintendent 

SUBJECT: Board Action on Memorandum of Agreement Between State of Hawaii Board of Education and Hawaii Government Employees Association Bargaining Unit 06, 12-month Vice Principals

1. EXECUTIVE SUMMARY

The Hawaii State Department of Education (Department) is seeking Hawaii State Board of Education (Board) approval of the proposed Memorandum of Agreement (MOA) between the Board and the Hawaii Government Employees Association (HGEA), which will convert all Department vice principals from 10-month positions to 12-month positions, effective August 3, 2023.

2. RECOMMENDATION

The Department recommends that the Board execute the MOA between the Board and HGEA Bargaining Unit 06 (BU06), converting vice principals from 10-month positions to 12-month positions (Attachment).

3. RECOMMENDED EFFECTIVE DATE

The Department recommends a retroactive effective date of August 3, 2023, to align with the start of the 2023-2024 school year for vice principals.

4. RECOMMENDED COMPLIANCE DATE

Not applicable.

5. DISCUSSION

a. Conditions leading to the recommendation:

The proposed MOA between the Board and HGEA seeks to convert all of the Department's vice principals from 10-month to 12-month employees effective August 3, 2023, of the 2023-2024 school year.

The vice principal position is designed to support the Department's principals in overseeing the operations of the Department's schools. Vice principals perform essential functions similar to principals, including managing, controlling, and directing operations. Vice principals also address students' needs by coordinating academic, social, emotional, and behavioral services and community partnerships.

Converting vice principals to 12-month employees will ensure support for principals, parents, teachers, staff, and students throughout the year. With the evolving needs of our students and school communities, additional support during the summer months is essential.

At the Board's [September 7, 2023](#) Special Meeting, the Board authorized Vice Chairperson Kaimana Barcarse to serve on the negotiations team for HGEA BU06 on behalf of the Board.

b. Previous action of the Board and Committee(s) on the same or similar matter:

At its [September 1, 2022](#), Human Resources Committee Meeting, the Board previously approved a Memorandum of Understanding (MOU) between the Board and HGEA to establish a 12-month vice principal position to provide administrative support for Papahana 'o Kaiona, the Wai'anae High School Learning Program and Services, to enable it to service students year-round, effective July 1, 2021.

This MOA will supersede and replace the Papahana 'o Kaiona MOU for vice principals.

c. Other policies affected:

None.

d. Arguments in support of the recommendation:

There is a need for vice principals to oversee the operations on Department school campuses and provide administrative services for students, parents, teachers, and staff, including during breaks and summers. Vice principals are currently brought back to campus fifteen business days ahead of their official start date to assist with the planning and preparation for the upcoming school year.

A 12-month vice principal position allows for ongoing academic and behavioral support for students and families, supervision of staff and the school, and oversight of daily operations.

This aligns with the 2023-2029 Strategic Plan Desired Outcome 2.3.1 - "All school administrator positions are filled with qualified hires". The Department hopes increasing the annual salary will help to attract and retain qualified candidates for the positions.

e. Arguments against the recommendation:

There will be additional costs associated with the vice principal 12-month conversion. Also, some vice principals may want to remain as 10-month employees with the summer, fall, winter, and spring breaks.

f. Other agencies or departments of the State of Hawaii involved in the action:

The State of Hawaii's Chief Negotiator, who sits in the State of Hawaii Department of Human Resources and Development Office of Collective Bargaining, is a part of the negotiating team.

The Office of the Attorney General reviewed and approved the MOA as to form.

g. Possible reaction of the public, professional organizations, unions, Department staff and/or others to the recommendations:

The HGEA was involved in developing this MOA and supports the vice principal 12-month conversion. The HGEA is currently in the process of ratifying the agreement with its members and expects to know the results of the ratification on or near September 15, 2023.

h. Educational implication:

This action will provide consistent administrative support throughout the calendar year. This includes, but is not limited to, advising and assisting in managing the curriculum and student support services, personnel, facilities

and grounds maintenance, lunch services, community relations, and auxiliary programs of the school.

i. Personnel implications:

The affected employees will be compensated based on a 12-month salary schedule for working a 12-month work year.

The affected employees will receive credit for 14 hours (1 and $\frac{3}{4}$ days) of sick leave and 14 hours (1 and $\frac{3}{4}$ days) of vacation leave for every full month of employment.

j. Facilities implications:

None.

k. Financial implications:

To meet the additional cost associated with this proposed 12-month vice-principal conversion, the Department anticipates the following:

- Fiscal Year (FY) 2023-2024 - funding for the approximately \$6.2 million will be met with a transfer from the Department of Budget and Finance; and
- FY 2024-2025 - seeking an appropriation from the Legislature for the approximately \$7.8 million recurring cost.

KTH:sb

Attachment: Memorandum of Agreement Between the State of Hawaii Board of Education and the Hawaii Government Employees Association (12-month Vice Principals)

**MEMORANDUM OF AGREEMENT
BETWEEN
THE STATE OF HAWAII BOARD OF EDUCATION
AND
THE HAWAII GOVERNMENT EMPLOYEES ASSOCIATION
(12-Month Vice Principals)**

THIS MEMORANDUM OF AGREEMENT is entered into on this ____ day of September, 2023, by and between the State of Hawaii Board of Education, Hawaii State Department of Education ("Department"), and the State of Hawaii (collectively, the "Employer"), and the Hawaii Government Employees Association, AFSCME, Local 152, AFL-CIO ("Union"), on behalf of all vice principals (each an "Affected Employee," and collectively the "Affected Employees") in Bargaining Unit 06.

WHEREAS, there is a need for vice principals to oversee the operations on Department school campuses and provide administrative services for students, parents, teachers, and staff, including during breaks and summers;

WHEREAS, effective August 3, 2023 of the 2023-2024 school year, the Employer desires to convert all Affected Employees to 12-month employees.

NOW, THEREFORE, the Union and the Employer mutually agree as follows:

1. Except as modified herein, the provisions of the Bargaining Unit 06 collective bargaining agreement shall apply.
2. This Memorandum of Agreement is applicable only to said Affected Employees.
3. Effective August 3, 2023 and thereafter, the work year for the Affected Employees shall be July 1 through June 30.
4. Compensation
 - a. For working a 12-month work year, the Affected Employees shall be compensated based on the 12-month salary schedule attached hereto. Salary payments shall be earned and paid on a 12-month basis and shall not be prorated.
 - b. Section A of Article 25 of the Bargaining Unit 06 collective bargaining agreement pertaining to recall pay prior to the opening of school shall not apply to the Affected Employees.
 - c. The "annual salary rate" shall be the appropriate annual rate from the attached 12-month salary schedule.
 - d. The "monthly salary rate" shall be the appropriate annual salary rate divided by twelve (12) months.

- e. The “daily salary rate per paid day” shall be the appropriate monthly salary rate divided by the number of weekdays in the month.

5. Holidays and Pay Administration

- a. The Affected Employees shall observe the state holidays, inclusive of the election days, as enumerated in Section 8-1, Hawaii Revised Statutes, and a “holiday” shall mean the same.
- b. A “paid day” shall be defined as a weekday (Monday through Friday). Paid days consist of working days and holidays.
- c. Pay is earned for working days if the Affected Employee is on duty or is on authorized leave with pay.
- d. 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.
- e. “Paid status” means entitled to receive pay for a paid day.

6. Vacation and Sick Leave

- a. Section A of Article 25 of the Bargaining Unit 06 collective bargaining agreement relating to “12-month principals” shall be applicable to the Affected Employees in lieu of the “Ten-month (10) School level Educational Officers” provisions of said Article.
- b. For the 2023-2024 school year, the Affected Employees in service on the first work day of the school year will receive credit for the 19 and $\frac{1}{4}$ days of sick leave and 19 and $\frac{1}{4}$ days of vacation leave upfront.
- c. Effective with the 2024-2025 school year, the Affected Employees will receive credit for 14 hours (1 and $\frac{3}{4}$ days) of sick leave and 14 hours (1 and $\frac{3}{4}$ days) of vacation leave for every full month of employment. To align with the provisions of School Code Regulation 5403 and to ensure consistent application of vacation leave among all 12-month educational officers, the aforementioned sick and vacation leave shall be credited at the end of each work month. Vacation leave allowance shall be administered on a calendar year basis.

- d. If an Affected Employee renders less than a month of service, the employee's vacation allowance for such month shall be computed as follows:

Actual Days of Service	Working Days of Leave
For 1 to 3	0
For 4 to 6	$\frac{1}{2}$
For 7 to 9	$\frac{3}{4}$
For 10 to 12	1
For 13 to 15	$1\frac{1}{4}$
For 16 to 18	$1\frac{1}{2}$
For 19 or more	$1\frac{3}{4}$

- e. Unused annual vacation shall be automatically accumulated for succeeding years, except:
- i. Effective August 3, 2023, the total recorded accumulation shall in no event be more than 90 working days (720 hours) as of December 31 of any calendar year;
 - ii. Not more than fifteen (15) days a year may be accumulated as of December 31 of any calendar year.
- f. Effective August 3, 2023, vacation accumulation during a calendar year that causes an Affected Employee to accumulate vacation in excess of 90 working days (720 hours) by December 31 of that calendar year must be used by December 31 of that calendar year or be forfeited, subject to subparagraphs g, h, and i below.
- g. Any sick or vacation leave used by the Affected Employee pursuant to this provision must be in increments of one (1) day (8 hours), exclusive of legal holidays or holidays declared by executive order.
- h. The Affected Employee and the person to whom the Affected Employee reports shall consult on the vacation days that the Affected Employee shall use during the calendar year, taking into account the number of vacation days the Affected Employee must use in the calendar year, the operational needs of the Employer, and the personal and professional needs (e.g., professional development) of the Affected Employee. Formal application for vacation shall be on the appropriate form and within the deadlines established by the Employer. In the event that a formal vacation request is denied, the Affected Employee may request the reason for the denial.

- i. If an Affected Employee is unable to take scheduled vacation because of illness, the Affected Employee shall be permitted to reschedule the vacation. If the duration of the illness is such that the vacation cannot be rescheduled within the calendar year, the Affected Employee shall be permitted to substitute vacation for sick leave or take such excess vacation immediately upon the conclusion of such sick leave.
 - j. Affected Employees who retire or otherwise separate from employment on or before December 31 of a calendar year will be paid in a lump sum for their total accumulated unused vacation.
 - k. If an Affected Employee permanently transfers to a 10-month position, the transferring employee shall be paid the employee's accumulated vacation in a lump sum at the salary rate the transferring employee was earning on the last day prior to transfer.
 - l. When an Affected Employee requests vacation, it shall be granted at such time or as close to the requested period as conditions in the Department will permit so as to prevent any forfeiture of vacation allowance. In the event that a vacation request is denied, the employee may request the reason for the denial in writing.
 - m. Affected Employees shall not be assigned duties during their vacation unless they agree to perform such duties and are compensated as follows:
 - i. On the authorization of the Superintendent of the Department, Affected Employees may be called to duty before the expiration of any granted vacation. In such event, the employee shall be paid for all work performed at the rate of one and one half (1 1/2) times the employee's regular rate of pay during such period the employee's services are required and shall be granted unused vacation days at a time mutually agreed upon.
7. This Memorandum of Agreement shall supersede and replace all Memorandums of Agreement or Understanding related to 12-month vice principals in the Department.

[Signature page follows]

IN WITNESS WHEREOF, the Employer and Union, by and through their authorized representatives, have executed this Memorandum of Agreement on the day and year first written above.

STATE OF HAWAII

HAWAII GOVERNMENT EMPLOYEES ASSOCIATION

By: _____
Brenna Hashimoto
Chief Negotiator

By: _____
Randy Perreira
Executive Director

HAWAII STATE BOARD OF EDUCATION

By: _____
Warren Haruki
Chairperson

HAWAII STATE DEPARTMENT OF EDUCATION

By: _____
Keith T. Hayashi
Superintendent

APPROVED AS TO FORM:

By:  _____
Deputy Attorney General

**12-MONTH EDUCATIONAL OFFICERS' MONTHLY & ANNUAL SALARY SCHEDULE
(VICE PRINCIPAL)**

Effective July 1, 2023 to June 30, 2024

Salary Range	Position	Steps												
		1	2	3	4	5	6	7	8	9	10	11	12	13
EO1	COHORT INTERN	8,145.76 97,749.00	8,259.50 99,114.00	8,375.18 100,502.00	8,492.68 101,912.00	8,611.18 103,334.00	8,732.26 104,787.00	8,854.18 106,250.00	8,978.18 107,738.00	9,103.92 109,247.00	9,230.76 110,769.00	9,360.34 112,324.00	9,491.34 113,896.00	9,624.18 115,490.00
EO2		8,492.68 101,912.00	8,611.18 103,334.00	8,732.26 104,787.00	8,854.18 106,250.00	8,978.18 107,738.00	9,103.92 109,247.00	9,230.76 110,769.00	9,360.34 112,324.00	9,491.34 113,896.00	9,624.18 115,490.00	9,759.00 117,108.00	9,895.50 118,746.00	10,033.92 120,407.00
EO3	VP I COMM SCH VP I	8,854.18 106,250.00	8,978.18 107,738.00	9,103.92 109,247.00	9,230.76 110,769.00	9,360.34 112,324.00	9,491.34 113,896.00	9,624.18 115,490.00	9,759.00 117,108.00	9,895.50 118,746.00	10,033.92 120,407.00	10,174.76 122,097.00	10,317.18 123,806.00	10,461.18 125,534.00
EO4	VP II COMM SCH VP II	9,230.76 110,769.00	9,360.34 112,324.00	9,491.34 113,896.00	9,624.18 115,490.00	9,759.00 117,108.00	9,895.50 118,746.00	10,033.92 120,407.00	10,174.76 122,097.00	10,317.18 123,806.00	10,461.18 125,534.00	10,608.00 127,296.00	10,756.34 129,076.00	10,906.84 130,882.00
EO5	VP III COMM SCH VP III	9,624.18 115,490.00	9,759.00 117,108.00	9,895.50 118,746.00	10,033.92 120,407.00	10,174.76 122,097.00	10,317.18 123,806.00	10,461.18 125,534.00	10,608.00 127,296.00	10,756.34 129,076.00	10,906.84 130,882.00	11,059.76 132,717.00	11,214.26 134,571.00	11,371.42 136,457.00
EO6	VP IV COMM SCH VP IV	10,033.92 120,407.00	10,174.76 122,097.00	10,317.18 123,806.00	10,461.18 125,534.00	10,608.00 127,296.00	10,756.34 129,076.00	10,906.84 130,882.00	11,059.76 132,717.00	11,214.26 134,571.00	11,371.42 136,457.00	11,530.84 138,370.00	11,691.84 140,302.00	11,855.68 142,268.00
EO7		10,461.18 125,534.00	10,608.00 127,296.00	10,756.34 129,076.00	10,906.84 130,882.00	11,059.76 132,717.00	11,214.26 134,571.00	11,371.42 136,457.00	11,530.84 138,370.00	11,691.84 140,302.00	11,855.68 142,268.00	12,021.50 144,258.00	12,189.84 146,278.00	12,360.84 148,330.00
EO8		10,906.84 130,882.00	11,059.76 132,717.00	11,214.26 134,571.00	11,371.42 136,457.00	11,530.84 138,370.00	11,691.84 140,302.00	11,855.68 142,268.00	12,021.50 144,258.00	12,189.84 146,278.00	12,360.84 148,330.00	12,533.42 150,401.00	12,708.92 152,507.00	12,887.18 154,646.00
EO9		11,371.42 136,457.00	11,530.84 138,370.00	11,691.84 140,302.00	11,855.68 142,268.00	12,021.50 144,258.00	12,189.84 146,278.00	12,360.84 148,330.00	12,533.42 150,401.00	12,708.92 152,507.00	12,887.18 154,646.00	13,067.00 156,804.00	13,250.26 159,003.00	13,435.68 161,228.00
EO10		11,855.68 142,268.00	12,021.50 144,258.00	12,189.84 146,278.00	12,360.84 148,330.00	12,533.42 150,401.00	12,708.92 152,507.00	12,887.18 154,646.00	13,067.00 156,804.00	13,250.26 159,003.00	13,435.68 161,228.00	13,624.00 163,488.00	13,814.76 165,777.00	14,007.92 168,095.00
EO11		12,360.84 148,330.00	12,533.42 150,401.00	12,708.92 152,507.00	12,887.18 154,646.00	13,067.00 156,804.00	13,250.26 159,003.00	13,435.68 161,228.00	13,624.00 163,488.00	13,814.76 165,777.00	14,007.92 168,095.00	14,204.50 170,454.00	14,403.18 172,838.00	14,604.34 175,252.00
EO12		12,887.18 154,646.00	13,067.00 156,804.00	13,250.26 159,003.00	13,435.68 161,228.00	13,624.00 163,488.00	13,814.76 165,777.00	14,007.92 168,095.00	14,204.50 170,454.00	14,403.18 172,838.00	14,604.34 175,252.00	14,809.00 177,708.00	15,016.34 180,196.00	15,226.50 182,718.00

12-MONTH EDUCATIONAL OFFICERS' MONTHLY & ANNUAL SALARY SCHEDULE
(VICE PRINCIPAL)
Effective July 1, 2023 to June 30, 2024

Salary Range	Position	Steps												
		14	15	16	17	18	19	20	21	22	23	24	25	26
EO1	COHORT INTERN	9,759.00 117,108.00	9,895.50 118,746.00	10,033.92 120,407.00	10,174.76 122,097.00	10,317.18 123,806.00	10,461.18 125,534.00	10,608.00 127,296.00	10,756.34 129,076.00	10,906.84 130,882.00	11,059.76 132,717.00	11,214.26 134,571.00	11,371.42 136,457.00	11,530.84 138,370.00
EO2		10,174.76 122,097.00	10,317.18 123,806.00	10,461.18 125,534.00	10,608.00 127,296.00	10,756.34 129,076.00	10,906.84 130,882.00	11,059.76 132,717.00	11,214.26 134,571.00	11,371.42 136,457.00	11,530.84 138,370.00	11,691.84 140,302.00	11,855.68 142,268.00	12,021.50 144,258.00
EO3	VP I COMM SCH VP I	10,608.00 127,296.00	10,756.34 129,076.00	10,906.84 130,882.00	11,059.76 132,717.00	11,214.26 134,571.00	11,371.42 136,457.00	11,530.84 138,370.00	11,691.84 140,302.00	11,855.68 142,268.00	12,021.50 144,258.00	12,189.84 146,278.00	12,360.84 148,330.00	12,533.42 150,401.00
EO4	VP II COMM SCH VP II	11,059.76 132,717.00	11,214.26 134,571.00	11,371.42 136,457.00	11,530.84 138,370.00	11,691.84 140,302.00	11,855.68 142,268.00	12,021.50 144,258.00	12,189.84 146,278.00	12,360.84 148,330.00	12,533.42 150,401.00	12,708.92 152,507.00	12,887.18 154,646.00	13,067.00 156,804.00
EO5	VP III COMM SCH VP III	11,530.84 138,370.00	11,691.84 140,302.00	11,855.68 142,268.00	12,021.50 144,258.00	12,189.84 146,278.00	12,360.84 148,330.00	12,533.42 150,401.00	12,708.92 152,507.00	12,887.18 154,646.00	13,067.00 156,804.00	13,250.26 159,003.00	13,435.68 161,228.00	13,624.00 163,488.00
EO6	VP IV COMM SCH VP IV	12,021.50 144,258.00	12,189.84 146,278.00	12,360.84 148,330.00	12,533.42 150,401.00	12,708.92 152,507.00	12,887.18 154,646.00	13,067.00 156,804.00	13,250.26 159,003.00	13,435.68 161,228.00	13,624.00 163,488.00	13,814.76 165,777.00	14,007.92 168,095.00	14,204.50 170,454.00
EO7		12,533.42 150,401.00	12,708.92 152,507.00	12,887.18 154,646.00	13,067.00 156,804.00	13,250.26 159,003.00	13,435.68 161,228.00	13,624.00 163,488.00	13,814.76 165,777.00	14,007.92 168,095.00	14,204.50 170,454.00	14,403.18 172,838.00	14,604.34 175,252.00	14,809.00 177,708.00
EO8		13,067.00 156,804.00	13,250.26 159,003.00	13,435.68 161,228.00	13,624.00 163,488.00	13,814.76 165,777.00	14,007.92 168,095.00	14,204.50 170,454.00	14,403.18 172,838.00	14,604.34 175,252.00	14,809.00 177,708.00	15,016.34 180,196.00	15,226.50 182,718.00	15,439.76 185,277.00
EO9		13,624.00 163,488.00	13,814.76 165,777.00	14,007.92 168,095.00	14,204.50 170,454.00	14,403.18 172,838.00	14,604.34 175,252.00	14,809.00 177,708.00	15,016.34 180,196.00	15,226.50 182,718.00	15,439.76 185,277.00	15,655.76 187,869.00	15,875.18 190,502.00	16,097.42 193,169.00
EO10		14,204.50 170,454.00	14,403.18 172,838.00	14,604.34 175,252.00	14,809.00 177,708.00	15,016.34 180,196.00	15,226.50 182,718.00	15,439.76 185,277.00	15,655.76 187,869.00	15,875.18 190,502.00	16,097.42 193,169.00	16,322.92 195,875.00	16,550.92 198,611.00	16,782.84 201,394.00
EO11		14,809.00 177,708.00	15,016.34 180,196.00	15,226.50 182,718.00	15,439.76 185,277.00	15,655.76 187,869.00	15,875.18 190,502.00	16,097.42 193,169.00	16,322.92 195,875.00	16,550.92 198,611.00	16,782.84 201,394.00	17,017.76 204,213.00	17,256.00 207,072.00	17,497.66 209,972.00
EO12		15,439.76 185,277.00	15,655.76 187,869.00	15,875.18 190,502.00	16,097.42 193,169.00	16,322.92 195,875.00	16,550.92 198,611.00	16,782.84 201,394.00	17,017.76 204,213.00	17,256.00 207,072.00	17,497.66 209,972.00	17,742.66 212,912.00	17,990.84 215,890.00	18,242.92 218,915.00