




**STATE OF HAWAII
DEPARTMENT OF EDUCATION**

P.O. BOX 2360
HONOLULU, HAWAII 96804

OFFICE OF THE SUPERINTENDENT

September 1, 2022

TO: The Honorable Kaimana Barcarse
Chairperson, Human Resources Committee

FROM: Keith T. Hayashi
Superintendent 

SUBJECT: **Committee 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

- Papahana 'o Kaiona, the Waianae High School Learning Program and Services, was established to provide academic, social, emotional, and behavioral support services to secondary students identified as alienated or at-risk.
- A Memorandum of Understanding (MOU) between the Hawaii State Board of Education (Board) and the Hawaii Government Employees Association (HGEA) to establish a 12-month vice-principal position was executed to provide administrative support for the program to enable it to service students year-round. This MOU expired on June 30, 2021.
- The Hawaii State Department of Education (Department) is seeking Board approval of the renewal of the MOU for the 12-month vice-principal position for Papahana 'o Kaiona for the period of July 1, 2021 to June 30, 2025.

2. RECOMMENDATION

The Department recommends the renewal of the MOU between the Board and HGEA Bargaining Unit (BU) 06 regarding the 12-month vice-principal position, Position Number 603498, at the Waianae High School Alternative Learning Programs and Services (Attachment).

3. RECOMMENDED EFFECTIVE DATE

An effective date of July 1, 2021 is consistent with the current master collective bargaining agreement and will allow for the continued efforts of Papahana 'o Kaiona to provide necessary uninterrupted support to at-risk students throughout the year.

4. RECOMMENDED COMPLIANCE DATE

Not applicable.

5. DISCUSSION

a. Conditions leading to the recommendation:

Papahana 'o Kaiona, the Waianae High School Alternative Learning Program and Services serving the Nanakuli-Waianae Complex Area, was established to provide academic, social, emotional, and behavioral supports to secondary students identified as alienated or at-risk. Beginning with School Year 2020-2021, an MOU between the Board and HGEA was executed to establish a 12-month vice-principal position to oversee the operations and programming of Papahana 'o Kaiona and provide much-needed uninterrupted services to its students. The 12-month vice-principal performs the essential functions similar to that of a principal, which includes managing, controlling, and directing operations. This 12-month vice-principal is also responsible for ensuring that students' needs are addressed year-round by coordinating academic, social, emotional, and behavioral services and community partnerships. The 12-month vice-principal also provides support for parents, teachers, and staff throughout the entire year.

The original MOU between the Board and HGEA for this 12-month vice-principal position expired on June 30, 2021. The agreement must be renewed to enable the continuity of services for students who are identified as at-risk and in need of intensive support.

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

The Board previously considered and approved this item at its June 4, 2020 General Business Meeting:

https://boe.hawaii.gov/Meetings/Notices/Meeting%20Material%20Library/GBM_06042020_MOU%20Between%20BOE%20DOE%20and%20HGGEA%20BU6%2012-Mo%20VP.pdf.

The terms and conditions of the MOU were as follows:

- The work year of the 12-month vice-principal will be July 1 to June 30;
- The 12-month vice-principal will be compensated from the BU 06 Collective Bargaining Agreement (CBA) 10-month vice-principal salary schedule with an additional 20% differential for the additional two months. Salary payments will be paid on a 12-month basis;
- The 12-month vice-principal will earn vacation and sick leave as described in the BU 06 CBA, Article 25 for 12-month principals; and
- The 12-month vice-principal will observe the state holidays, including all election days.

c. Other policies affected:

None.

d. Arguments in support of the recommendation:

The 12-month vice-principal ensures consistency of Papahana 'o Kaiona staffing and increases the Department's opportunities to provide free public education to Hawaii's at-risk students. This alternative education program is designed to provide year-round programming. Students work with staff to develop graduation plans that allow for additional support throughout the year to make up credits to graduate on time with their cohort. Credit recovery is offered throughout the summer and engagement activities focused on social-emotional learning are offered during intercessions and breaks. A 12-month vice-principal position allows for ongoing support for students and families in both the academic and behavioral realms, supervision of staff and the instructional program, and oversight of daily operations.

e. Arguments against the recommendation:

None.

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

The Director of the State of Hawaii Department of Human Resources and Development Office of Collective Bargaining serves as the Chief Negotiator on behalf of the State of Hawaii. The Director is currently reviewing the MOU on the Governor's behalf.

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

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

The HGEA was involved in the development of this MOU and supports the creation of this position.

- h. Educational implication:

The Papahana 'o Kaiona program began with 17 students, currently serves 30 students, and is expected to serve about 100 students as facilities become available. Students receive academic, social, emotional, and behavioral services with a focus on life and vocational skills to disrupt the school-to-prison pipeline. Some students have successfully completed the program and graduated; others have made both academic and behavioral progress. Students in this program need to be connected to the program's adults throughout the year as they need a broad array of support to achieve academically as well as develop appropriate social, emotional, and behavioral skills.

- i. Personnel implications:

The MOU will ensure the employee is provided with the appropriate compensation and benefits for the work that is needed to effectively support the program and the students.

- j. Facilities implications:

None.

- k. Financial implications:

The Legislature provided funding for positions at Papahana 'o Kaiona, including the proposed 12-month vice-principal position. The specific allocation for this position is \$121,692 per year.

KTH:sb

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

c: Office of Talent Management

**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 _____ 2022 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 2021-2022 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
Prince Jonah Kuhio	-	Twenty-sixth day of March
Kalaniana'ole Day		
Good Friday	-	Friday preceding Easter Sunday
Memorial Day	-	Last Monday in May
King Kamehameha I Day	-	Eleventh day of June
Independence Day	-	Fourth day of July
Statehood Day	-	Third Friday in August
Labor Day	-	First Monday in September
Veterans' Day	-	Eleventh day in November
Thanksgiving	-	Fourth Thursday in November
Christmas	-	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 MOU shall be effective from July 1, 2021, to and including June 30, 2025, unless either of the parties terminates this MOU by giving thirty (30) days written notice.

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

FOR THE EMPLOYER:

FOR THE UNION:

Bruce D. Voss,
Chairperson Board of
Education

DocuSigned by:

Keith Hayashi

Keith T. Hayashi, Superintendent
Hawaii State Department of Education

DocuSigned by:

Ryker Wada

Ryker J. Wada, Chief Negotiator,
Office of Collective Bargaining

Randy Perreira, Executive Director
Hawaii Government Employees Association

APPROVAL AS TO FORM:

James Halvorson

James E. Halvorson
Deputy Attorney General