



**STATE OF HAWAII
BOARD OF EDUCATION
PAPA HO'ONA'AUAO**
P.O. BOX 2360
HONOLULU, HAWAII 96804

September 10, 2026

TO: Board of Education

FROM: Roy M. Takumi
Chairperson, Board of Education

AGENDA ITEM: Action on method to determine superintendent compensation adjustment based on FY2025-2026 performance evaluation

I. EXECUTIVE SUMMARY

- The employment contract between the Board of Education (Board) and Superintendent Keith Hayashi makes him eligible for a performance-based compensation adjustment if he receives a cumulative satisfactory evaluation rating on his annual performance evaluation.
- The method and table proposed in this memorandum are a way by which the compensation adjustment can be determined in an objective manner.

II. BACKGROUND AND DISCUSSION

Superintendent Keith Hayashi is scheduled to be evaluated in this second half of the calendar year by the Board, for the 2025-2026 fiscal year, based on the process approved by the Board at its October 9, 2025, general business meeting.

Per Superintendent Hayashi's employment contract approved by the Board on November 5, 2025 (attached as **Exhibit A**), should he receive a cumulative satisfactory evaluation rating, he is "eligible for a performance increase between five to eight percent of Superintendent's base annual salary at the time, to be given

at the discretion of the Board; provided that the increase shall be retroactive to the date of July 1 immediately preceding that annual performance evaluation.”

I propose that the following method be the objective manner by which it is determined whether Superintendent is eligible for a compensation adjustment, and if so, how much:

- Based on the ratings given for Superintendent’s evaluation, per the [process approved by the Board on October 9, 2025](#), take an average of the rating for “fulfillment of duties and responsibilities” and the overall rating for the targeted goals. This will be called the cumulative rating.
- Where the cumulative rating falls in the table below will determine the compensation adjustment the Superintendent is eligible for.

Cumulative Rating	Compensation Adjustment
2.80 - 3.00	8% increase
2.60 - 2.79	7% increase
2.40 - 2.59	6% increase
2.00 - 2.39	5% increase
< 2.00	No increase

However, if either the rating for the fulfillment of duties and responsibilities, or the overall rating for the targeted goals is a 1.0 (“partially meets”), the Superintendent will receive no increase, whether or not one of the ratings is higher. This is in alignment with the process approved by the Board to determine Superintendent’s cumulative rating – each of the ratings must be 2.0 (“meets”) or better to earn a cumulative rating of “meets” or better.

As examples:

- If the rating for the fulfillment of duties and responsibilities is 2.0, and the overall rating for the targeted goals is 2.1, the cumulative rating would be 2.05. The Superintendent would be eligible for a 5% increase in compensation.
- If the cumulative rating is 2.475 but the overall rating for the targeted goals is 1.95, the Superintendent would not be eligible for any compensation adjustment.

III. RECOMMENDATION

I recommend the Board approve the aforementioned method to determine the compensation adjustment for the Superintendent, based on his FY2025-2026 performance evaluation.

Proposed motion: “Moved to approve the method to determine the compensation adjustment for the Superintendent, based on his FY2025-2026 performance evaluation, as explained in Board Chairperson Roy M. Takumi’s memorandum dated September 10, 2026.”

Exhibit A

**Employment Contract
Between Keith Hayashi and State of Hawaii Board of Education**

**Effective January 1, 2026, through December 31, 2029
(executed November 18, 2025)**

EMPLOYMENT CONTRACT
BETWEEN
STATE OF HAWAI'I BOARD OF EDUCATION
AND KEITH T. HAYASHI

This employment contract (hereinafter referred to as the "Contract") is hereby made and entered into this 18th day of November, 2025, by and between the STATE OF HAWAI'I BOARD OF EDUCATION (hereinafter referred to as the "Board"), and KEITH T. HAYASHI (hereinafter referred to as "Superintendent").

WHEREAS, the Board is authorized to appoint the superintendent of the State of Hawai'i Department of Education (hereinafter referred to as "Department") under section 302A-1101(b), Hawaii Revised Statutes ("HRS"); and

WHEREAS, the Board appointed KEITH T. HAYASHI to serve as superintendent of the Department and entered into an employment contract with him, executed on July 26, 2022, for a term that commenced on July 1, 2022, and to end on June 30, 2025; and

WHEREAS, a first amendment to the original employment contract was executed on December 2, 2024, which included extending the contract term to December 31, 2025;

NOW, THEREFORE, the Board and Superintendent, for the consideration specified and acknowledged herein, hereby mutually agree as follows:

I. APPOINTMENT AND DURATION

The Board hereby offers, and Superintendent hereby accepts, employment as superintendent of the Department, for a term commencing January 1, 2026, and ending December 31, 2029, as provided by section 302A-1101, HRS, unless sooner terminated as provided herein (hereinafter referred to as the "Term").

II. DUTIES AND RESPONSIBILITIES

Superintendent agrees to devote all of Superintendent's business time, attention, and energies to the business and interests of the Board and Department during the Term of this Contract. Superintendent shall serve as and carry out the duties of the superintendent in accordance with the Hawaii State Constitution, laws of this State, policies of the Board, and rules and regulations of the Department. The duties and responsibilities of the superintendent are set forth in the position description attached hereto and incorporated herein as **Exhibit A**. It is understood and agreed that the duties and responsibilities are subject to modification, supplementation, change, or deletion by the Board, provided that written notice of same shall be promptly given to Superintendent.

III. COMPENSATION

As provided by section 26-52, HRS, and after the execution of this Contract, Superintendent shall receive a base annual salary of TWO HUNDRED NINETY-FOUR THOUSAND SIX HUNDRED SEVENTY-FOUR DOLLARS (\$294,674), effective January 1, 2026.

Should Superintendent, at their annual performance evaluation pursuant to section V of this Contract, receive a cumulative satisfactory evaluation rating (i.e., a rating that reflects the Board's belief that Superintendent's performance at least demonstrates significant progress and effort toward stated expectations or goals, and/or significant progress and effort in the face of extenuating circumstances), Superintendent shall also be eligible for a performance increase between five to eight percent of Superintendent's base annual salary at the time, to be given at the discretion of the Board; provided that the increase shall be retroactive to the date of July 1 immediately preceding that annual performance evaluation.

The salary shall be payable in equal, semi-monthly installments during the Term of this Contract.

It is understood by and between the parties hereto that all compensation paid to Superintendent by the Board shall be less all amounts required by law or authorized in writing by Superintendent to be withheld or deducted.

IV. BENEFITS

- A. Group Benefits. During the Term of this Contract, Superintendent shall be eligible to participate in and be covered by such State employee benefit plans and programs as provided by law, which are effective generally with respect to other State employees, to the extent Superintendent is eligible under the terms of such plans and programs. This includes medical plan coverage, life insurance, retirement benefits, paid state holidays [between thirteen (13) to fourteen (14) days), twenty-one (21) vacation days, and twenty-one (21) sick days per calendar year].
- B. In addition to the foregoing benefits, Superintendent shall also receive the following individual benefits:
 - 1. A reserved parking stall; and
 - 2. An automobile allowance.

The Board may approve other benefits, provided such benefits are permissible and not in contravention of any law.

Notwithstanding anything to the contrary in this Contract, the benefits conferred to Superintendent under section IV of this Contract shall be at least as favorable as those offered to any Director as outlined in Comptroller's Memorandum No. 2023-17-Amended, "Increase in Flat Monthly Automobile Allowance," and this provision shall be automatically amended, without any affirmative action taken by the parties hereto, in conformity with any future amendment to Comptroller's Memorandum No. 2023-17-Amended, effective July 1, 2024.

V. EVALUATION

The parties recognize that the Board has the right to evaluate and assess the superintendent's performance on an informal and continuous basis. In addition, at least annually, there shall be a formal evaluation by the Board of the superintendent's performance.

At the request of either party, the parties shall meet to establish and review goals and objectives for Superintendent's evaluation. Superintendent's goals and objectives should be in alignment with and support the Board's statewide strategic plan for education as approved by the Board and guided by the Board's vision, mission, and policies. It is understood and agreed that the goals and objectives are subject to modification, supplementation, change, or deletion by the Board, provided that written notice of same shall be promptly given to Superintendent.

Superintendent's performance in pursuing and attaining such goals and objectives shall be considered as part of this evaluation by the Board.

Superintendent shall be provided a reasonable opportunity to respond to any evaluation or assessment by the Board.

VI. TERMINATION OF CONTRACT

A. Termination for Just Cause. Notwithstanding any other provision of this Contract, the Board may terminate this Contract for just cause at any time upon written notice to Superintendent. Superintendent's employment under this Contract may also be terminated:

1. At any time, by mutual agreement of the parties;
2. By Superintendent, by tendering a minimum of thirty (30) calendar days advance written notice of resignation to the Board;
3. Whenever Superintendent is no longer qualified (legally, physically, mentally, or otherwise) to perform the essential functions of the job with or without reasonable accommodation; or
4. Upon the death of the Superintendent.

Under any circumstances, unless agreed otherwise, salary earned and accrual of benefits ceases on Superintendent's last day of employment.

- B. Definition of Just Cause. Just cause shall mean a legitimate, legally sufficient reason for termination based on substantial evidence, determined in good faith following a fair and reasonable process as provided by section VI of this Contract. Just cause may include, but is not limited to, the following:
1. Dishonesty, fraud, or misrepresentation in connection with the duties of the superintendent;
 2. Insubordination or willful refusal to carry out lawful directives of the Board;
 3. Failure to satisfactorily perform the duties and responsibilities of the position, as evidenced by a cumulative unsatisfactory evaluation rating (i.e., a rating that reflects the Board's belief that Superintendent's performance does not meet stated expectations or goals, and requires significant improvement), after notice and a reasonable opportunity to correct deficiencies as provided by section VI, subsection (C), of this Contract;
 4. The conviction of Superintendent, or the entry of a pleading of guilty or nolo contendere by Superintendent, to any felony or any crime involving moral turpitude that may reasonably be expected to have an adverse impact on Superintendent's reputation or standing in the community;
 5. Superintendent's breach of a material provision of this Contract;
 6. Determination that Superintendent is unsuitable to work in close proximity to children, as provided by Title 8, Chapter 7, Hawaii Administrative Rules; or
 7. Personal misconduct or other dereliction of duty that would bring into disrepute the position of superintendent, the Department, or Board.
- C. Opportunity to Correct Unsatisfactory Performance. If the Board determines through the evaluation process or otherwise that Superintendent's performance is unsatisfactory, the Board shall:
1. Provide written notice identifying the specific areas of deficiency and the performance expectations for improvement;
 2. Offer a reasonable period, not less than ninety (90) days, for Superintendent to demonstrate improvement; and
 3. Conduct a follow-up review to assess progress.

If Superintendent fails to make sufficient improvement to the satisfaction of the Board after this period, the Board may proceed with termination for just cause.

Nothing in this subsection shall prevent the Board from immediately terminating Superintendent for just cause involving dishonesty, gross misconduct, criminal acts, or other serious violations materially impairing Superintendent's ability to perform the required duties of the position.

D. Procedural Fairness. Prior to final action on termination for just cause, Superintendent shall be given:

1. Written notice of the grounds for proposed termination;
2. An opportunity to respond in writing and/or in person before the Board; and
3. Notice of the Board's final decision in writing, stating the reasons for termination.

E. Procedures for Termination.

1. Any termination of this Contract by either party shall be communicated by written notice to the other party at least thirty (30) days in advance of the effective date of the termination.
2. If Superintendent leaves or is terminated from the position of superintendent, their rights to tenure and placement shall be as provided for in School Code.

VII. WAIVER OF BREACH

The waiver by the Board of any breach of a provision of this Contract shall not operate or be construed as a waiver of any further or subsequent breach by Superintendent.

VIII. MODIFICATION

This Contract shall not be modified or extended except by written agreement signed by both parties. Superintendent understands that any modification or extension to this Contract can only be authorized through the official approval of the Board, as evidenced by a majority vote of its members.

IX. APPLICABLE LAW

This Contract shall be construed, interpreted, and enforced in accordance with the laws of the State of Hawai'i.

X. ARBITRATION

If a dispute arising under this Contract has not been satisfactorily resolved, either party may present the other with a written request for arbitration.

1. The Board and Superintendent shall immediately attempt to select an arbitrator. If the parties have not appointed an arbitrator within two (2) weeks from the receipt of the request for arbitration, the parties will request from the Hawai'i Labor Relations Board a list of five (5) names from the register of arbitrators. The arbitrator shall be chosen by the parties by alternately striking one (1) name at a time from the list. The first party to scratch a name shall be determined by lot. The arbitrator whose name remains on the list shall serve for that case. By

mutual agreement, the parties may select a permanent umpire to serve on all cases.

The arbitration hearing shall commence within forty-five (45) days from Superintendent's official notification to the Board that the case is going to arbitration. The parties may mutually agree to a written waiver of the timelines. The arbitrator(s) to be selected must agree to the schedule.

In making a decision on a case, the arbitrator shall not have the authority to consider any facts not in evidence, nor shall the arbitrator add to, subtract from, delete, or in any way amend or modify any term or condition of the Contract. The arbitrator's decision shall be in writing and shall contain the rationale supporting the decision. The decision will be final and binding on the parties.

2. The voluntary labor arbitration rules of the American Arbitration Association as amended and in effect during the life of this Contract shall apply to the proceedings except as otherwise provided herein or as otherwise amended by mutual agreement.
3. The arbitration shall comply with the American Arbitration Association time limits unless the parties agree in writing to a waiver. The waiver shall not extend the timelines beyond six (6) months. If there are extraordinary circumstances, the arbitrator may request a waiver. This provision shall be provided to the arbitrator before their agreement to arbitrate.
4. The fees and expenses of the arbitrator shall be shared equally by the Board and Superintendent, including the cost of the arbitrator's transcript if one is requested by the arbitrator. Each party will pay the cost of presenting its own case.
5. If the Board disputes the arbitrability of any grievance submitted to arbitration, the arbitrator shall first determine the question of arbitrability. If the arbitrator finds that it is not arbitrable, the grievance shall be referred back to the parties without decision or recommendation on its merits.

When the arbitrator finds that any action was improper, the action may be set aside, reduced, or otherwise modified by the arbitrator. The arbitrator may award back pay to compensate Superintendent wholly or partially for any salary lost. Such back pay award shall be offset by all other compensation received by Superintendent, including but not limited to unemployment compensation or wages.

XI. SEVERABILITY

If a term or provision of this Contract is determined to be illegal, invalid, inoperative, or unenforceable, the remainder of this Contract shall not be affected by such a ruling but shall remain in force and effect without the illegal, invalid, inoperative, or unenforceable term or provision.

XII. ENTIRE AGREEMENT

This Contract constitutes the entire agreement between the parties and supersedes all prior agreements and understandings, whether written or oral, relating to the subject matter of this Contract.

XIII. COUNTERPARTS

This Contract may be executed by the parties in counterparts, each of which shall be deemed to be an original, but all such counterparts shall together constitute one and the same instrument. Any signature delivered via facsimile or other electronic means shall be deemed an original signature hereto.

[REMAINDER OF PAGE INTENTIONALLY LEFT BLANK]

IN WITNESS WHEREOF, Superintendent and the Board, through its duly authorized officer, have executed this Contract on the date and year first written above.

SUPERINTENDENT



KEITH T. HAYASHI

STATE OF HAWAI'I BOARD OF
EDUCATION
By its Chairperson

ROY M. TAKUMI

APPROVED AS TO FORM:

AMANDA L. DONLIN
Deputy Attorney General

This Contract was approved by the State of Hawai'i Board of Education, through a majority vote of its members, at a meeting held on the 5th day of November, 2025.

IN WITNESS WHEREOF, Superintendent and the Board, through its duly authorized officer, have executed this Contract on the date and year first written above.

SUPERINTENDENT

STATE OF HAWAI'I BOARD OF
EDUCATION
By its Chairperson



[Roy Takumi \(Nov 6, 2025 13:04:09 HST\)](#)

KEITH T. HAYASHI

ROY M. TAKUMI

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By its Chairperson

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APPROVED AS TO FORM:

Amanda Donlin

AMANDA L. DONLIN
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Exhibit A
Job Description

**State of Hawaii Department of Education
POSITION DESCRIPTION – SUPERINTENDENT OF EDUCATION**

Position Summary: The Hawaii State Superintendent of Education serves as the chief executive officer of the statewide public school system and is responsible for both the State Education Agency and Local Education Agency functions of the Hawaii State Department of Education ("Department"). Hawaii has 257 Department schools and 37 charter schools organized into 15 complex areas on six islands, with over 171,000 students (159,000+ in Department schools and over 12,000 in charter schools), approximately 22,600 permanent employees, approximately 20,000 casual hires and substitute employees, and an annual operating budget of more than \$2 billion. Reporting to the State Board of Education ("Board"), the Superintendent is accountable for achieving the goals established in the statewide strategic plan for education as approved by the Board and guided by the Board's vision, mission, and policies.

Education. Master's degree from an accredited college or university in education, business, public administration, or a closely related field. Alternatives to the education qualifications may be considered as the Board deems appropriate and acceptable.

Experience. Minimum of ten years in progressively increasing leadership roles with history of successfully handling the increased responsibilities associated with each promotion earned. At least five years shall have been as a chief executive officer or similar position of leadership. Experience in a similar sized organization desired.

Competencies.

- Demonstrates commitment to developing a culturally responsive, internationally competitive, student-centered education curriculum and instructional program for all students and families.
- Exhibits an understanding of complex organizations and how to produce successful change management and educational reform.
- Demonstrates understanding of the structure, roles, and responsibilities of the Department's state, complex area, and school-level system of education.
- Has a demonstrated ability to make large-scale positive impacts for students and a history of establishing effective processes and organizational systems to achieve desired outcomes.

- Is cognizant of national and international trends, best practices, policies, and research on ensuring student success.
- Has a record of excellent decision making based on a thorough understanding of the issues and of incorporating multiple stakeholder voices in the process.
- Has a deep understanding of Hawaii's history, culture, and values, including the key role that Kaiapuni education plays, and has incorporated this understanding in leadership decisions, actions, and style.
- Has credibility and builds positive relationships with all stakeholders.
- Demonstrates a commitment to lifelong learning as a reflective and self-aware leader.
- Has a demonstrated ability to fully understand a diverse and unique education system.
- Has a demonstrated ability to hire and manage competent people in key positions, including finance and budget, facilities, human resources, and information technology.

Primary Responsibilities

Visionary Leadership and Organizational Culture. The Superintendent promotes the success of all students by articulating and implementing a vision of learning, developing and modeling a positive organizational culture and school climate throughout the Department, and sustaining instructional programs conducive to student learning and staff professional growth. The Superintendent:

- Is the public face of educational excellence and embraces this role by sharing a bold, future-oriented vision for the state education system based on the vision, mission, and goals and priorities set by the Board;
- Clearly aligns leadership actions, staffing, and resources to a student-centered vision that is evident in the culture of all schools;
- Collaboratively builds, nurtures, and sustains an organizational culture that supports a system that serves all students;
- Creates and implements a HĀ-based, focused plan for achieving strategic plan goals and objectives supported by resources;
- Builds an executive team that complements and adds to his/her skill set and experience and can offer diverse perspectives and advice;
- Fosters innovative continuous improvement and effectiveness at all levels;
- Develops and nurtures leaders and empowers employees;
- Listens to and incorporates diverse perspectives in all decision-making processes;

- Develops, nurtures, sustains, and models trust, collaboration, learning, and elevated expectations by empowering and collaborating with state, complex area, and school leadership, and teacher leaders to make decisions that improve student learning;
- Leads and supports the use of quantitative and qualitative data to identify priorities, assess organizational effectiveness, identify effective practices, promote continuous organizational learning, and inform instruction; and
- Ensures that all staff receive relevant and continuous professional development, including leadership development (especially at the complex area and school levels), that directly enhances their performance.

Operations, Resource, and Personnel Management. The Superintendent manages operations and implements sound personnel practices to promote a safe, trusting, respectful, effective learning environment for students and staff and to ensure the fiscal fidelity and efficiency of the Department. The Superintendent:

- Monitors and evaluates operational systems to ensure the effective, efficient use of human, fiscal, capital, and technological resources;
- Develops and ensures the effective implementation of processes, procedures, and structures to support compliance with local, state, and federal laws and regulations;
- Implements personnel procedures and employee performance programs to effectively recruit, hire, develop, and retain highly effective teachers, administrators, and personnel;
- Articulates and implements a comprehensive plan for educator recruitment and retention;
- Manages fiscal planning and budget development, makes strategic recommendations based upon the Department's current fiscal position and future needs, prepares operating and financial budgets that align with the Board's strategic plan and makes sound fiscal decisions aligned with the strategic plan goals and objectives, and establishes clear, transparent systems of fiscal control and accountability;
- Monitors facilities use and needs, makes facilities recommendations as needed to the Board and Legislature, promotes safety across the state, and ensures that a facilities management plan is in place; and
- Provides timely, relevant, and strategic information and advice to the Board during labor negotiations, effectively collaborates with the exclusive representatives of public employee bargaining units, and actively seeks to improve collective bargaining outcomes that best serve students and the public education system.

Board Governance and Policy. With an understanding of how their distinct roles promote student success, the Superintendent partners effectively with the Board to ensure a high-quality education for every student and leads and manages the Department consistent with Board policies, promoting transparency, fairness, and trust. The Superintendent:

- Collaborates with the Board to shape a joint vision, mission, and strategic goals, with measurable objectives of elevated expectations for student achievement;
- Communicates the impact of federal policy and regulations on state operations and local policy decisions;
- Articulates the state's system of public-school governance, differentiates policymaking and administrative roles, interprets and executes the intent of Board policies, and advises the Board on the need for new or revised policies in a timely manner;
- Advocates for and represents the Board's and Department's position on legislative initiatives and works effectively with local, state, and federal leaders and public officials;
- Offers professional perspective to the Board, with recommendations based on thorough study and analysis, and keeps the Board regularly informed with relevant quantitative and qualitative data, reports, and information that enable it to make effective, timely decisions on policies and strategic goal development; and
- Collaborates with the Board to define and deploy multiple-measure accountability systems that consider whole child development.

Communication and Community Relations. The Superintendent establishes effective communication and engagement processes with students, parents, teachers, and the community at large and seeks understanding of cultural, political, social, economic, and legal contexts to respond effectively to internal and external stakeholder feedback, build staunch support for the public education system, and promote the success of all students. The Superintendent:

- Uses effective public information strategies to communicate with all stakeholders in an appropriate and timely manner, manage internal and external perceptions of the Board and Department, and promote a positive image of the public education system with families, the media, federal and state officials, and the community at large;
- Engages meaningfully, proactively, and strategically with media;
- Communicates with diverse audiences in a timely manner to achieve desired results and practices;

- Works with staff, federal and state agencies, and other community members to secure resources and build partnerships to support strategic plan goals and student success;
- Works with state legislators, governor, and other state-level policymakers to ensure continuity of vision and coherence of policy implementation;
- Establishes effective communication within the Department, promotes positive interpersonal relations among staff, and creates a HĀ-based atmosphere of trust and respect with staff, families, and community members;
- Works with birth-prekindergarten early learning partners to ensure K-12 school readiness and student success;
- Collaborates with higher education institution and business leaders to ensure smooth transitions for high school graduates and development of appropriate career pathways for students;
- Exercises cultural competence in all communications, interactions, and community engagement; and
- Maintains an open, honest, transparent relationship with the Board always.

Equity Advocacy. The Superintendent advocates for equitable opportunities and conditions and builds a foundation rooted in the promise of equity, integrity, and fairness for every student and every staff member. The Superintendent:

- Maintains a primary focus on equity and excellence in all aspects of the job;
- Champions and builds a diverse, equitable, inclusive environment in schools and throughout the Department and advocates for equity and fair play among student groups, schools, complexes, and state offices;
- Promotes social-emotional wellness of students, staff, and community;
- Promotes social justice and civil rights, ensuring that schools are safe learning environments free of inequities and injustices; and
- Ensures equitable distribution of resources, both human and fiscal.

Other Duties and Responsibilities

- Works with the Board to select and administer statewide assessments aligned with Board-approved state standards.
- Executes a comprehensive planning process to manage short- and long-term crises, including processes and systems to communicate regularly with the Board, educators, parents, and other stakeholders.
- Approves the appointment of all education officers and hires, recommends Board approval for Department executives, makes final decisions on

actions where serious disciplinary action is considered for an employee, and engages in labor negotiations.

- Administers agencies attached to the Department, as provided by law, including the Executive Office on Early Learning, the Hawaii Teacher Standards Board, the State Public Charter School Commission, and the Hawaii State Public Library System.