

**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