



STATE OF HAWAII
DEPARTMENT OF EDUCATION

P.O. BOX 2360
HONOLULU, HAWAII 96804

OFFICE OF THE SUPERINTENDENT

April 2, 2020

TO: The Honorable Catherine Payne
Chairperson, Board of Education

FROM: Dr. Christina M. Kishimoto
Superintendent

A handwritten signature in blue ink, appearing to read "Christina Kishimoto".

SUBJECT: **Presentation on March 19, 2020 Letter of Commitment Regarding COVID-19 Preparation and Response From Department Superintendent Christina Kishimoto to Hawaii State Teachers Association Executive Director Wilbert Holck**

1. EXECUTIVE SUMMARY

The Department of Education (Department) has been working closely with the Hawaii Department of Health since January 2020, when news first broke of the Novel Coronavirus (COVID-19). The Department has since been proactively planning, issuing guidance and closely monitoring the rapidly changing situation to ensure proper prevention measures and plans are in place.

On February 14, 2020, the Department issued guidance on travel restrictions and self-quarantine based on the State of Hawaii Department of Health recommendations.

On March 4, 2020, Governor David Y. Ige signed his first Emergency Proclamation for the State of Hawaii regarding the COVID-19 pandemic. The State Public Charter School is under the guidance of the Department's emergency management plan as it relates to COVID-19.

On March 11, 2020, the Department conducted an expanded response team meeting to revise its HIDOE Pandemic Contagious Virus Plan based on updated Center for Disease Control, Hawaii Department of Health, and State Leadership decisions and information, to include necessary Department actions based on the spread of COVID-19.

On March 15, 2020, the Department announced it would be extending its spring break through March 27, 2020, for all public and charter school students. The Department indicated it would use the additional time from March 23-27 to plan for implementation of social distancing within the school setting, arrange for professional development to support modified operations, and thoroughly clean schools.

On March 16, 2020, President Donald J. Trump issued new guidelines for 15 days to slow the spread of the virus and on March 17, 2020, Governor Ige implemented his plan for 15 days to slow the spread of COVID-19.

On March 18, 2020, the Department aligned with Governor Ige's Declaration and announced it would close its offices except for essential functions effective Thursday, March 19, 2020. Students were anticipated to return to school on April 7, 2020.

The Department and HSTA jointly developed an agreement to work together through the COVID-19 crisis. On March 19, 2020, Superintendent Kishimoto signed a Letter of Commitment with the HSTA. This agreement allows for continuity of education throughout the crisis. Also on March 19, 2020, the Department announced the Seamless Summer Option Program during the extended Spring Break period serving breakfast and lunch.

On March 24, 2020, the Department announced school facilities will remain closed to students through April 30, 2020, based on the latest guidance and information from health officials and elected leaders. A letter addressed to HDOE parents and guardians to be on the lookout regarding online resources and instructional packets from their child's school and teachers.

2. UPDATE

The Department continues to proactively communicate with all three unions (Hawaii Government Employees Association, United Public Workers, and HSTA) on matters impacting personnel as the COVID-19 situation continues to evolve. The Department remains committed to serving our student population through this crisis.

CMK:cac
Attachment: 1. Letter of Commitment

DAVID Y. IGE
GOVERNOR



DR. CHRISTINA M. KISHIMOTO
SUPERINTENDENT

STATE OF HAWAII
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OFFICE OF THE SUPERINTENDENT

March 19, 2020

Mr. Wilbert Holck
Executive Director
Hawaii State Teachers Association
1200 Ala Kapuna St.
Honolulu, Hawaii, 96819

Dear Mr. Holck:

Re: Coronavirus (COVID-19) Preparation and Response

I have listened to and appreciate the meaningful discussions and deliberations with the Hawaii State Teachers Association (HSTA), regarding the preparations and response to Coronavirus (COVID-19) by the State of Hawaii public schools.

In an effort to provide stability and continuity in the learning communities impacted by the Coronavirus (COVID-19) across the State of Hawaii and to support the necessary social distancing in compliance with the Centers for Disease Control and Prevention (CDC) guidelines and support employees and students with underlying health conditions the parties; under my authority as the State's chief executive officer of its Statewide public school system, I will be implementing the following adjustments for all bargaining unit 05 employees:

- I. The terms of the Unit 5 Master Agreement set forth the standard wages, hours, and other terms and conditions of employment for all Bargaining Unit 05 employees. The unit 5 master agreement shall prevail except as modified herein.
- II. For the duration of March 23, 2020 through the end of COVID-19 related school closures, teachers shall not be required to remain at nor report to schools or worksites and shall perform teacher-initiated activities and planning and collaboration activities in alignment with a school's instructional plan, from a remote location such as their home.

AN AFFIRMATIVE ACTION AND EQUAL OPPORTUNITY EMPLOYER

- A. No teacher shall be required to engage in work outside of their regular seven-hour workday.
- B. Virtual collaboration and meeting options will be provided to all employees.
- C. Teacher-initiated tasks include preparing learning and enrichment-related materials.
- D. Teachers may be asked to attend virtual meetings with administration, as needed, during school closures, in compliance with Article VI Paragraph CC.
- E. Teachers shall not be required to share their personal email or phone numbers to students, parents, or colleagues. Teachers may use digital platforms for messaging students which hide the identity of personal phone numbers.
- F. Teachers without access to necessary resources to engage in work from a remote location, including but not limited to equipment, software and internet access shall be provided such access by the Employer or be held harmless. Teachers will be offered the opportunity to enter their workspace on a limited basis to gather equipment and preparation materials March 23-24, 2020.
- G. Due to digital equity issues, teachers shall not penalize students for failing to complete the learning and enrichment activities during school closures.
- H. When working remotely, teachers will continue to ensure professional and timely communications with administrators, colleagues, parents and students.
- I. All teachers with responsibilities for students with special needs will be provided comprehensive guidance and support from the HIDOE regarding Chapter 60 requirements.
- J. A teacher shall be held harmless should the school closures impact the ability of a teacher to complete their 21-hours of job-embedded professional development. This includes receiving both the compensation for salary and three (3) professional development credit hours.
- K. A teacher who is able to complete their Educator Effectiveness System (EES) evaluation during school closures shall be allowed to complete and be rated. Any teacher who is unable to complete their EES requirements due to school closures shall be held harmless.

- III. Preparation for COVID-19 closure of schools from March 30, 2020 through reopening - The week of March 23, 24, 25, and 27, 2020 will be designated teacher planning and collaboration workdays without students for all BU05 employees. The teacher workdays will be scheduled as follows:
- A. Monday, March 23 - Administrator-guided teacher-initiated activities in preparation for school closures related to COVID-19.
 - B. Tuesday, March 24 - Administrator-directed virtual school-wide discussions and planning, of no more than two (2) hours, in preparation for school closures related to COVID-19.
 - C. Wednesday, March 25 - Administrative-directed virtual department, grade-level, or other school committee discussions and planning in preparation for school closures related to COVID-19.
 - D. Friday, March 27 - Online and/or virtual professional development supports will be provided in preparation for school closures related to COVID-19.
 - E. Teachers shall be provided no less than fifteen (15) hours of teacher-initiated preparation time during the week of March 23-27.

IV. COVID-19 School Closures

- A. Classroom teachers shall assess their students' essential educational needs in alignment with a school's instructional plan, and determine the learning and enrichment activities needed for students for the duration of COVID-19-related school closures.

Classroom teachers shall have the freedom to use their professional training and judgment to determine the scope and method to be utilized in providing appropriate learning and enrichment activities in alignment with a school's instructional plan.

- B. Non-classroom teachers shall assess their current work in consultation with their supervisor to prioritize the most essential functions which can be done during school closures due to COVID-19.

Non-classroom teachers shall have the freedom to use their professional training and judgment to determine the scope and method to be utilized completing their work tasks.

V. If students are required to make up lost instructional days and time, the Employer shall negotiate any changes to the current school calendar and/or teachers' workday/year with the HSTA.

VI. Leave Provisions

For the duration of the emergency proclamation related to COVID, the following leave provision adjustments shall be followed:

A. If a teacher is directed by a health professional or agency to be quarantined for 14 days because of close contact with a person who has a lab-confirmed case of COVID-19, they shall be on paid administrative leave.

B. Per the Family and Medical Leave Act (FMLA) should a teacher need to care for a family member who is ill due to COVID-19 or in a high-risk category, they may use their paid sick leave.

VII. Clean and Sanitary Workspace

All workspaces will be cleaned and sanitized prior to any required reporting to work. Workspace access will be restricted for at least five days prior to reopening to ensure no possible exposure to the COVID-19 virus. This would include classrooms, offices, workrooms, libraries, bathrooms and other areas that teachers perform work.

VIII. Cleaning Supplies

The employer will ensure that each worksite has adequate cleaning supplies, including disinfecting wipes and hand sanitizer. Teachers will not be required to clean or sanitize classrooms; however, these supplies will be available for their use. If supplies are not available, with supervisor's approval, and employees purchase such supplies with their own money, they shall be fully reimbursed when receipts are submitted.

Sincerely,



Dr. Christina M. Kishimoto
Superintendent

Acknowledgement by Hawaii State Teachers Association

By:  _____