



**STATE OF HAWAII
DEPARTMENT OF EDUCATION**

P.O. BOX 2360
HONOLULU, HAWAII 96804

OFFICE OF THE SUPERINTENDENT

April 15, 2021

TO: The Honorable Catherine Payne
Chairperson, Board of Education

FROM: Dr. Christina M. Kishimoto
Superintendent

A blue ink signature of Dr. Christina M. Kishimoto, written in a cursive style.

SUBJECT: **Board Action on Addendum to June 26, 2020 Memorandum of Understanding between State of Hawaii, Board of Education, and Hawaii State Teachers Association (School Year 2020-2021 COVID Response)**

1. EXECUTIVE SUMMARY

The Addendum to June 26, 2020, Memorandum of Understanding between State of Hawaii, Board of Education, and Hawaii State Teachers Association (School Year 2020-2021 COVID-19 Response) amends certain provisions of the MOU and associated Coronavirus (COVID-19) Preparation and Response letter dated July 13, 2020.

The State of Hawaii, Board of Education (BOE), Hawaii State Teachers Association (HSTA), education stakeholders, and the public anticipate an increase in students returning to in-person schooling beginning March 22, 2021 through June 30, 2021.

2. BACKGROUND

The Department of Education closed school facilities and stopped traditional in-person instruction for the fourth quarter of the school year 2019-2020, based on

guidance and information from health officials and elected leaders. Consequently, public school students were able to access enrichment opportunities over the summer and started the current 2020-2021 school year with various learning models.

Meanwhile, the State of Hawaii, BOE, and HSTA entered into a Memorandum of Understanding (MOU) that communicated expectations related to the COVID-19 pandemic and ensured stability and continuity of education and school-based services. It also outlined the 2017-2021 contractual modifications and conditions of work related to COVID-19 for Bargaining Unit 05 employees. It ensured teachers and the Union representatives' involvement in the continuous improvement of systems as the COVID-19 pandemic response evolved and changed through a mechanism for collaboration between HSTA as the exclusive representative of teachers and the Employer.

The Department defended against multiple prohibited practice complaints (PPC) and grievances filed by the HSTA and demonstrated its commitment to uphold the terms and provisions of the MOU and Coronavirus (COVID-19) Preparation and Response letter dated July 13, 2020. Further, the Department continues to meet with the HSTA on a monthly basis to discuss and address COVID-19 related matters – an effective collaboration process mutually valued.

In February and March 2021, the Department met with legislators, health officials, Governor Ige's staff, and the exclusive representatives from HSTA, Hawaii Government Employees Association (HGEA), and United Public Workers (UPW) to ensure a common understanding regarding the need to increase the number of students returning to school for face-to-face learning and the most current Centers for Disease Control and Prevention (CDC) and Department of Health (DOH) guidance to be able to safely "ramp up" the return of students to school for the fourth quarter of the 2020-2021 school year. As a result of these meetings, an Addendum to June 26, 2020, MOU was bargained.

The March 14, 2021 addendum addressed HSTA's desire to amend Article X (Teacher Protection), added a Model D: Distance Learning, defined simultaneous teaching, and clarified the Department's resource and guidance documents. The Department continues to work closely with state and federal agencies to safely reopen campuses for the remainder of the school year 2020-2021.

3. DISCUSSION

The following terms and conditions of the Addendum to the June 26, 2020, MOU, and July 13, 2021 letter are listed as follows:

- A. The Department will continue to update its Return to Learn School Reopening Plan(s): Principal Handbook and Health and Safety Handbook, to align with the CDC and the State of Hawaii DOH Guidance for Schools.
- B. The Department will continue to monitor and ensure compliance with Governor David Y. Ige's and the respective county mayors' COVID-19 Reopening Plans.
- C. The number of students returning to in-person schooling is projected to increase in the fourth quarter. This increase to in-person schooling is in alignment with 1 and 2 above. Each school shall provide a minimum of seven (7) calendar days of notice before an increase to in-person schooling.
- D. Should it be necessary, instructional Model D may be implemented by schools. Model D is defined as the Full Distance Learning Model: students receive instruction online or other remote mediums (e.g., instructional paper packets). Vulnerable students, as determined by schools, may be on campus.

The parties recognize that schools may need to utilize a combination of instructional model(s) to address instructional needs while ensuring adequate mitigation strategies.

- E. Simultaneous instruction (also known as concurrent or HyFlex) shall only be implemented after considering other options which do not require the teaching of students in-person and virtually at the same time. Teachers who deliver simultaneous instruction shall, upon request to their administrator, be provided necessary supports, including but not limited to professional development, technology, and equipment that meets the requirements to deliver effective simultaneous instruction.
- F. Article X - Teacher Protection G will be modified as follows: When students are sent home from school or are not required to attend due to emergencies that endanger health or safety, teachers will not be required to remain at, nor report to said schools. In cases where a classroom, workspace, and/or building is closed due to COVID-19 and students are sent home and/or are directed to quarantine, teachers identified as a close contact needing to quarantine (in

accordance with CDC/DOH School Guidance) shall continue to work from a remote location.

- G. The Department and HSTA shall continue COVID-19 Response Meetings at least once a month. They may meet more frequently on an as-needed basis to discuss and consider changes to adjust and improve the ongoing response to COVID-19.
- H. Universal Expectations Mitigation Strategies (Required for In-Person and Blended Learning): Regardless of the level of community transmission, all schools shall use and layer mitigation strategies as provided for and updated in guidelines for schools from the CDC, DOH, and the Department's Return to Learn School Reopening Plan: Health and Safety Handbook. These strategies include, but are not limited to:
- a. Core Essential Strategies to be implemented in every situation:
 - Staying home if unwell and go home if become unwell at school;
 - Consistent masking; and
 - Hand hygiene.
 - b. Mitigation Strategies to be applied in combination to the greatest extent possible, with priority to those strategies higher on this list. Schools should evaluate which measures they are unable to implement and which measures can supplement the intended effects of that measure. Where physical distancing cannot be achieved, ensure open-air ventilation, utilize air filtering systems, and keep students within established cohorts.
 - Cohorting;
 - Physical distancing (ideally, at least 6 feet);
 - Adjusting ventilation systems to introduce additional outside air and/or increase air exchange to introduce fresh air;
 - Physical barriers (most important where masking and physical distancing cannot be maintained); and
 - Cleaning (most important for high touch areas).
- I. Mask breaks are to be taken only outdoors or in a well-ventilated area if an outdoor area is not feasible, spaced greater than six (6) feet from others.
- J. Teachers shall be provided at least six (6) feet of distance between their desk and the nearest student desk.

- K. For the purposes of preparing for the increase to in-person schooling in the fourth quarter and any adjustments and modification to the physical space and classroom configuration required, teachers shall be provided, upon request, two blocks of no less than 3.5 hours of additional teacher-initiated preparation time. The scheduling of the additional hours shall be provided at the Principal's discretion.

A copy of the Addendum to the MOU is attached as Attachment 1.

4. RECOMMENDATION

The Department recommends Board approval of the Addendum to June 26, 2020, Memorandum of Understanding between the State of Hawaii Board of Education and Hawaii State Teachers Association (School Year 2020-2021 COVID-19 Response) for the remainder of 2020-2021 school year through its expiration on June 30, 2021.

CMK:cac

- Attachments:
1. Addendum to June 26, 2020, Memorandum of Understanding between State of Hawaii Board of Education and Hawaii State Teachers Association (School Year 2020-2021 COVID-19 Response)
 2. Memorandum of Understanding (MOU) between State of Hawaii Board of Education/Department of Education and Hawaii State Teachers Association (School Year 2020-2021 COVID-19 Response)
 3. Coronavirus (COVID-19) Preparation and Response letter dated July 13, 2020

DAVID Y. IGE
GOVERNOR



DR. CHRISTINA M. KISHIMOTO
SUPERINTENDENT

STATE OF HAWAII
DEPARTMENT OF EDUCATION
P.O. BOX 2360
HONOLULU, HAWAII 96804

OFFICE OF THE SUPERINTENDENT

March 14, 2021

Certified Mail No. 7020 0090 0001 1671 6099
Return Receipt Requested

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

Re: Addendum to June 26, 2020, Memorandum of Understanding between State of Hawaii, Board of Education, and Hawaii State Teachers Association (School Year 2020-2021 COVID Response)

Dear Mr. Holck:

The State of Hawaii, Board of Education (BOE), and Hawaii State Teachers Association (HSTA) mutually agree to the following adjustments for all Bargaining Unit 5 employees for the remainder of the 2020-2021 School Year. The following amends the Memorandum of Understanding (MOU) 2020-2021 COVID-19 Response dated June 26, 2020, and associated Coronavirus (COVID-19) Preparation and Response letter dated July 13, 2020.

1. The Department of Education (Department) will continue to update its Return to Learn School Reopening Plan(s): Principal Handbook and Health and Safety Handbook, to align with the Center for Disease Control (CDC) and the State of Hawaii Department of Health (DOH) Guidance for Schools.
2. The Department will continue to monitor and ensure compliance with Governor David Y. Ige's and the respective county mayors' COVID-19 Reopening Plans.
3. The number of students returning to in-person schooling is projected to increase in the fourth quarter. This increase to in-person schooling is in alignment with 1 and 2 above. Each school shall provide a minimum of seven (7) calendar days of notice before an increase to in-person schooling.
4. Should it be necessary, instructional Model D may be implemented by schools.

AN AFFIRMATIVE ACTION AND EQUAL OPPORTUNITY EMPLOYER

Mr. Wilbert Holck
March 14, 2021
Page 2

Model D is defined as the Full Distance Learning Model: students receive instruction online or other remote mediums (e.g., instructional paper packets). Vulnerable students, as determined by schools, may be on campus.

The parties recognize that schools may need to utilize a combination of instructional model(s) to address instructional needs while ensuring adequate mitigation strategies.

5. Simultaneous instruction (also known as concurrent or HyFlex) shall only be implemented after considering other options which do not require the teaching of students in-person and virtually at the same time. Teachers who deliver simultaneous instruction shall, upon request to their administrator, be provided necessary supports, including but not limited to professional development, technology, and equipment that meets the requirements to deliver effective simultaneous instruction.
6. Article X - Teacher Protection G will be modified as follows: When students are sent home from school or are not required to attend due to emergencies that endanger health or safety, teachers will not be required to remain at, nor report to said schools. In cases where a classroom, workspace, and/or building is closed due to COVID-19 and students are sent home and/or are directed to quarantine, teachers identified as a close contact needing to quarantine (in accordance with CDC/DOH School Guidance) shall continue to work from a remote location.
7. The Department and HSTA shall continue COVID-19 Response Meetings at least once a month. They may meet more frequently on an as-needed basis to discuss and consider changes to adjust and improve the ongoing response to COVID-19.
8. Universal Expectations Mitigation Strategies (Required for In-Person and Blended Learning): Regardless of the level of community transmission, all schools shall use and layer mitigation strategies as provided for and updated in guidelines for schools from the CDC, DOH, and the Department's Return to Learn School Reopening Plan: Health and Safety Handbook. These strategies include, but are not limited to:
 - a. Core Essential Strategies to be implemented in every situation:
 - i. Staying home if unwell and go home if become unwell at school;
 - ii. Consistent masking; and
 - iii. Hand hygiene.
 - b. Mitigation Strategies to be applied in combination to the greatest extent possible, with priority to those strategies higher on this list. Schools should evaluate which measures they are unable to implement and which measures can supplement the intended effects of that measure. Where physical distancing cannot be achieved, ensure open air ventilation, utilize air filtering systems, and keep students within established cohorts.
 - i. Cohorting;
 - ii. Physical distancing (ideally, at least 6 feet);

Mr. Wilbert Holck
March 14, 2021
Page 3

- iii. Adjusting ventilation systems to introduce additional outside air and/or increase air exchange to introduce fresh air;
 - iv. Physical barriers (most important where masking and physical distancing cannot be maintained); and
 - v. Cleaning (most important for high touch areas).
9. Mask breaks are to be taken only outdoors or in a well-ventilated area if an outdoor area is not feasible, spaced greater than six (6) feet from others.
10. Teachers shall be provided at least six (6) feet of distance between their desk and the nearest student desk.
11. For the purposes of preparing for the increase to in-person schooling in the fourth quarter and any adjustments and modification to the physical space and classroom configuration required, teachers shall be provided, upon request, two blocks of no less than 3.5 hours of additional teacher-initiated preparation time. The scheduling of the additional hours shall be provided at the Principal's discretion.

This addendum shall remain in force for the same duration as the June 26, 2020, MOU: through June 30, 2021.


Acknowledgment of Parties,

STATE OF HAWAII

HAWAII STATE TEACHERS ASSOCIATION

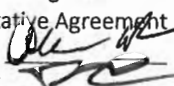
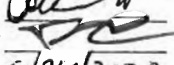
By: _____
Catherine Payne
Chairperson, Board of Education

By: Corey Rosenlee
Corey Rosenlee
President


Dr. Christina M. Kishimoto
Superintendent, Dept. of Education


Wilbert Holck
Executive Director

Ryker J. Wada
Ryker Wada
Office of Collective Bargaining

HSTA and State of Hawaii
Unit 05, Mid-Term Bargaining,
COVID-19 Reopening of Schools
Tentative Agreement
Union 
Employer 
Date 8/24/2020

MEMORANDUM OF UNDERSTANDING
BETWEEN
STATE OF HAWAII
BOARD OF EDUCATION AND
HAWAII STATE TEACHERS ASSOCIATION
(SY2020-2021 COVID-19 RESPONSE)

This MEMORANDUM OF UNDERSTANDING (MOU) is effective as of [DATE] by and between the State of Hawaii, Board of Education and Department of Education (Department), and the Hawaii State Teachers Association (Association).

WHEREAS, the parties agree that the coronavirus ("COVID-19") pandemic, has brought unprecedented challenges to our schools, our economy, and our families. In these challenging times, all of our employees, including teachers, have gone to extraordinary lengths to ensure some continuity of education to meet the needs of the whole child and to support students who depend on schools as a source of stability in uncertain times.

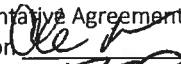
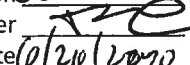
WHEREAS, the Department must adjust to the Governor's Reopening Hawaii Plan in its considerations to reopen schools and in accordance with the five levels of impact of the public health emergency identified for the state.

WHEREAS, the parties agree that health and safety of students and staff is the priority and thoughtful consideration of the Board's guiding principles of Giving Hope, Acting with Kindness, and Working toward Togetherness are the fundamental drivers to reopen schools.

WHEREAS the parties remain fully committed to meeting the challenges of COVID-19; ensuring the health and safety of students and staff, providing students predictability to feel safe, secure, and hopeful about the future, and a quality education to be ready for college, careers, and citizenship.

WHEREAS,

The intent of this Memorandum of Understanding (MOU) is to:

HSTA and State of Hawaii
 Unit 05, Mid-Term Bargaining,
 COVID-19 Reopening of Schools
 Tentative Agreement
 Union 
 Employer 
 Date 10/20/2020

- Communicate expectations related to the coronavirus (COVID-19) pandemic and ensure stability and continuity of education and school-based services;
- Outline the 2017-2021 contractual modifications and conditions of work related to COVID-19 response for Bargaining Unit 05 employees; and
- Ensure teachers and the Union representatives' involvement in the continuous improvement of systems as the COVID-19 pandemic response evolves and changes through a mechanism for collaboration between Association as the exclusive representative of teachers and the Employer.

THEREFORE,

In-person schooling will resume in conjunction with written guidance from the State of Hawaii Department of Health (DOH). The Department will continue to monitor announcements from the Governor's office and the Department of Health daily to estimate the impact of COVID-19 on school programs at the start of and throughout the school year. The parties agree that the following will occur upon reopening of schools and resumption of in-person schooling:

1. Collaboration on COVID-19 response

The Department and Association shall hold regular COVID-19 Response Meetings at least once a month, at the state level and at each worksite or school for the express purpose to discuss the continuous improvement of the response to COVID-19 at both the state and worksite level.

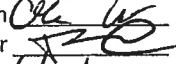

The school-level meetings will involve the administration and representatives of the Association, including the Association Policy Committee. The scope of topics for discussion at COVID-19 response meetings may include, but not be limited to the following:

a. Access to Schools and Health Checks

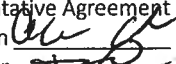
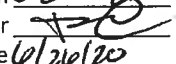
- i. The Department of Education will consult with and take direction from the Department of Health guidance for health and safety measures.

HSTA and State of Hawaii
 Unit 05, Mid-Term Bargaining,
 COVID-19 Reopening of Schools
 Tentative Agreement
 Union Lee Ch
 Employer DO
 Date 6/26/20

- 48 ii. Each school and worksite will have a written procedure for health check screening of
 49 employees, students, and campus visitors;
- 50 iii. Each school or worksite will minimize access and limit nonessential visitors, volunteers, and use
 51 of facility permits. Appointments may be required to properly schedule and maintain health
 52 and safety measures;
- 53 iv. The principal or designee shall restrict access to the campus for those individuals exhibiting any
 54 symptoms of illness;
- 55 v. Each school and worksite will have a procedure for addressing employees, students, or campus
 56 visitors who become sick on campus or worksite. The procedure will include, but not be limited
 57 to, an isolation room, responsibilities of school health aide, administration, and staff;
- 58 vi. Each school and worksite will require any student or staff member, who tests positive for
 59 COVID- 19, provide medical clearance prior to any return to work/school; and,
- 60 vii. Any health checks (e.g., temperature screening and/or symptoms checking) of staff will be done
 61 in a safe and respectful manner and in accordance with applicable privacy laws and regulations.
- 62 b. Social and Physical Distancing
- 63 Each campus and worksite will ensure proper physical distancing measures are utilized including, but not
 64 limited to, the following:
- 65 i. Each campus, classroom, and office will have adequate supplies to support healthy hygiene
 66 behaviors, including soap, hand sanitizer with at least 60 percent alcohol (for staff and older
 67 children who can safely use hand sanitizer), paper towels, tissues, and no-touch trash cans;
- 68 ii. Hand sanitizing stations will be available on campus;
- 69 iii. Schools and worksites shall work to minimize the risk of COVID-19 spread. This effort includes
 70 reducing opportunity for the spread of respiratory droplets released when people talk, cough, or
 71 sneeze, by maintaining six (6) feet or two (2) arms' length (whichever is longer) of separation

HSTA and State of Hawaii
 Unit 05, Mid-Term Bargaining,
 COVID-19 Reopening of Schools
 Tentative Agreement
 Union 
 Employer 
 Date 6/24/20

- 72 between and among students and staff members in meeting spaces, hallways, and exterior
 73 school grounds whenever possible;
- 74 iv. When possible, limiting class size and limiting mixing of groups;
- 75 v. Utilizing large, non-classroom areas such as gymnasiums, libraries, and computer labs for
 76 additional learning spaces;
- 77 vi. Schools may install floor markings, signage and other implements as necessary to designate
 78 single points of entry and exit as well as regulate and direct foot traffic;
- 79 vii. Schools may install physical barriers and signage and clearly publicize policies as needed to stop
 80 students from gathering in large groups before, during, and after the school day, however, must
 81 not hinder any need to evacuate the campus in cases of an emergency;
- 82 viii. Should outdoor spaces be utilized, teachers shall have access to an enclosed classroom space, at
 83 all times, out of the heat and other inclement weather;
- 84 ix. Should classroom spaces be utilized for meal times, students will be supervised for health and
 85 safety. Supervision will be in compliance with Article VI, Y. Duty Free Lunch Period and Z. Non-
 86 Professional Duties;
- 87 x. Schools should continue to promote student voice, civic engagement and responsibility as
 88 aligned to their school design model. Student activities are an integral part of the curriculum
 89 and should be continued with adherence to health and safety requirements while practicing
 90 necessary social and physical distancing;
- 91 xi. Options for contactless and/or remote sign in will be provided in compliance with Article VI, C.
 92 Sign In;
- 93 xii. Each campus will designate and prepare a compliant space for conducting in-person parent and
 94 guardian meetings (e.g., individualized education plan conferences) with students and staff
 95 members; and

HSTA and State of Hawaii
 Unit 05, Mid-Term Bargaining,
 COVID-19 Reopening of Schools
 Tentative Agreement
 Union 
 Employer 
 Date 10/21/20

xiii. All teachers will have the option to participate in any meeting, including but not limited to faculty, department, grade level, evaluation, parent/teacher, and curriculum-related meetings through teleconferencing.

c. Personal Protective Equipment (PPE)

i. All individuals, including employees, students, and campus visitors should wear face coverings that cover the mouth and nose consistent with public health guidance;

a. All staff should use face coverings unless HIOSH standards require respiratory protection.

b. Students should use face coverings.

c. Teachers can use face shields, which enable younger students to see their teachers' faces and to avoid potential barriers to phonological instruction.

ii. In circumstances where sufficient physical distancing is difficult or impossible, within 6 feet of others, face coverings should be worn; with exceptions for those for whom it is not safe to do so due to age, medical condition, or other considerations.

iii. Employees whose assignment places them at greater risk for exposure to COVID-19 will be provided appropriate personal protective equipment (PPE) (e.g., surgical mask, face shield, and gloves) at no additional cost;

iv. Each teacher may, upon request, be provided a face shield and an adequate supply of face coverings for students; and,

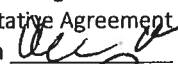
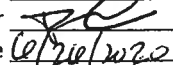
v. If PPE supplies are not readily available, with a supervisor's approval, teachers may purchase their own supplies and shall be fully reimbursed when receipts are submitted.

d. Cleaning and Disinfecting

i. Teachers will not be required to clean or disinfect classrooms, or other non-professional custodial duties, which are not part of a teacher's job responsibilities;

HSTA and State of Hawaii
 Unit 05, Mid-Term Bargaining,
 COVID-19 Reopening of Schools
 Tentative Agreement
 Union AKC
 Employer SPD
 Date 6/16/20

- 120 ii. The campus, classrooms, and offices will be cleaned and disinfected on a routine and frequent
 121 basis in compliance with Article VI, U. Cleaning and Maintenance of Building and Article VI. Z
 122 Non-Professional Duties;
- 123 iii. Surfaces frequently touched by multiple people such as tables, door handles, light switches,
 124 countertops, handles, desks, phones, keyboards, touch screens, chairs, arms of chairs, faucets,
 125 and sinks will be cleaned and disinfected at least daily to reduce the exposure to COVID-19;
- 126 iv. Each campus, classroom, and office has adequate cleaning supplies, including disinfecting wipes
 127 and hand sanitizer. If supplies are not available, with supervisor's approval, and employees
 128 purchase such supplies with their own money, they shall be fully reimbursed when receipts are
 129 submitted;
- 130 v. Ensure ventilation systems operate properly and increase circulation of outdoor air. Open
 131 windows and doors when possible. Do not open windows and doors if doing so poses a safety or
 132 health risk (i.e., risk of falling, triggering asthma symptoms) to children using the facility.
- 133 vi. Impacted teachers will be notified of any Type I, II, and III use of facilities that involves their
 134 classroom or workspace. Use of facilities will only be authorized when proper cleaning and
 135 disinfecting of facilities can be implemented with fidelity immediately after each activity.
- 136 e. Continuity of education plans
- 137 f. Contingency plans for school building closure
- 138 g. Communication with the school community
- 139 2. Supports for Teachers and Continuity of Learning
- 140 The parties agree that the most effective instructional methods involve face-to-face, in-person programs.
- 141 However, Hawaii's public schools do not have enough classroom space to allow all students to receive face-to-
- 142 face, in-person instruction with the necessary and proper physical distancing needed during the COVID-19
- 143 pandemic. Schools will need to implement distance and blended learning programs to ensure continuity of

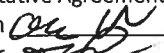

HSTA and State of Hawaii
 Unit 05, Mid-Term Bargaining,
 COVID-19 Reopening of Schools
 Tentative Agreement
 Union 
 Employer 
 Date 10/20/2020

instructional programming for all students. The following support and facilitate distance and blended learning programs:

- a. Teachers will be provided ongoing support including equipment, internet access, guidance on use of online- learning platforms, and technical support.
- b. August 4, 2020 is designated as the first instructional day of school on the BOE-approved SY 2020 school calendar. Beginning the school year with physical distancing will affect all of our normal school routines. Therefore, training and planning will be prioritized for the use of the school campus.
- c. The first nine (9) days of instruction will consist of:
 - i. Half days with students, including meal service, to complete the following: assess academic and social-emotional learning needs, conduct reviews, introductions, and to test and adjust to school-wide and classroom protocols,
 - ii. Half days with staff will be utilized to train, test and adjust protocols to keep learning environments productive and safe.
 - i. During the first nine (9) instructional days, teachers shall be provided no less than one (1) hour per day of teacher-initiated preparation.
- d. Planning and collaboration days

Schools that have scheduled the two (2) planning and collaboration days prior to the first day of instruction for teacher-initiated planning and to engage in grade level and department level discussions regarding modification of curriculum and/or student learning loss may keep these two (2) planning and collaboration days with the understanding that full days begin on August 17, 2020.
- e. Care Coordinators of students with special needs

Teachers, who are care coordinators of students with special needs will be provided, during first quarter, no less than three (3) hours per student for preparation time to facilitate assessments and lead conversations on the need for any possible compensatory services and/or extended school year services. Scheduling considerations will be made for impact to instruction for special needs students.

HSTA and State of Hawaii
 Unit 05, Mid-Term Bargaining,
 COVID-19 Reopening of Schools
 Tentative Agreement
 Union 
 Employer 
 Date 6/26/20

- f. To ensure all schools can maximize student-learning time, the Department will seek a waiver from federally mandated testing from the United States Department of Education (USDOE) for school year 2020-21.

3. Instructional Models for School Year 2020-2021

Schools will need to modify their models of instructional delivery in school year 2020-21. The Department must meet the BOE directive "to provide instructional models and clear guidance to families that allow parents or guardians who do not feel comfortable sending their children to a school campus to keep their children at home."

For purposes of determining each school's instructional model(s) and bell schedule for school year 2020-21, the following is agreed to and supersedes Article VI – Teaching Conditions and Hours, section DD Workload (teaching schedules) #4-8. All other provisions of the CBA shall remain in effect.

Principals shall provide the faculty and staff the opportunity for a collaborative process as follows:

- a. All members of Bargaining Unit 05 will be notified of the opportunity to participate in a faculty discussion regarding instructional model(s) and draft bell schedule;
 - i. For purposes of determining an instructional model and draft bell schedule prior to the start of SY 2020-21 the collaborative process will take place in July and be voluntary.
 - ii. For purposes of any need to modify the instructional model and draft bell schedule after the start of SY 2020-21, the collaborative process will occur during work time.
 - iii. The opportunity to participate in the collaborative process will be communicated to all members of Bargaining Unit 05 with at least 48 hours' notice. The notice will include copies of the proposed model and draft bell schedule changes.
 - iv. Failure of an employee to participate will not prevent the adoption of one of the models below.
- b. The principal shall present an instructional model and draft bell schedule for consideration and discussion by the faculty. The model may be based on one of the models listed below or one created by the principal

HSTA and State of Hawaii
 Unit 05, Mid-Term Bargaining,
 COVID-19 Reopening of Schools
 Tentative Agreement
 Union [Signature]
 Employer [Signature]
 Date 6/26/20

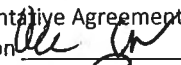
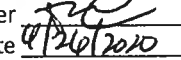
in compliance with the contract. Teachers will have the opportunity to present suggestions for

improvement during the discussion. The presentation shall include information on the following:

- i. Instructional model method;
 - ii. Master schedule and line assignments changes needed to implement the model; and,
 - iii. Bell schedule changes needed to implement the model (e.g. instructional periods per day, type of lunch schedule, prep time, and various miscellaneous admin time within the week);
- c. The discussion will be held in a collaborative manner allowing questions to be addressed and all points of view to be heard;
 - d. For purposes of decision making, the principal and bargaining unit members in attendance will attempt to reach consensus on an instructional model and draft bell schedule; and
 - e. If consensus is not achieved, then the principal shall put the model and draft bell schedule to a vote. An Association representative shall conduct the vote. Voting will conclude two (2) hours after the end of the discussion. Individuals' votes will be kept confidential from the employer. The model and draft bell schedule shall be adopted if approved by 66 2/3% of the faculty members voting. If the vote is not approved the principal shall select a model from the instructional models listed in this section.
 - f. Instructional Models (see appendix A, Version 1, June 2020)
 - 1) Elementary School Models
 - i. Model A: Face-to-Face Learning Model
 - ii. Model B: Blended Rotation
 - iii. Model C: Hybrid (Face-to-Face & Blended Rotation)
 - 2) Middle/Intermediate School Models
 - i. Model A: Face-to-Face Learning Model
 - ii. Model B: A/B Two-Day Rotation Model
 - iii. Model C: Combination Rotation Learning Model
 - 3) High School Models

HSTA and State of Hawaii
 Unit 05, Mid-Term Bargaining,
 COVID-19 Reopening of Schools
 Tentative Agreement
 Union OK GA
 Employer [Signature]
 Date 6/21/20

- 217 i. Model A: Face-to-Face Learning Model
- 218 ii. Model B: A/B Two-Day Rotation Model
- 219 iii. Model C: Hybrid (Face-to-Face & Blended Rotation)
- 220 g. Boarding Schools and Multi-Grade Level Schools will select a model or combination of model(s) that best
- 221 fits the needs of their school.
- 222 4. At the end of the 2020-21 school year, bell schedules and instructional model changes will conclude and
- 223 revert to the schedules originally slated for implementation in school year 2020-21, before COVID-19
- 224 response. This does not preclude a school from engaging in collaborative decision making to plan for
- 225 modifications to the instructional model and/or bell schedule for the 2021-22 school year.
- 226 5. Safeguards and Assurances
- 227 a. No Bargaining Unit 05 positions will be eliminated because of any instructional model changes for SY
- 228 2020- 21 and the response to COVID-19.
- 229 b. Teachers' privacy, health, and personnel records shall be protected in compliance with the American
- 230 Health Insurance Portability and Accountability Act (HIPAA). Facial recognition and biometric
- 231 identification technology will not be utilized unless employees have been informed and provided written
- 232 and specific consent for use of the data.
- 233 c. Teachers' privacy will be protected while engaging remotely with students.
- 234 i. Recording of teachers without their permission is prohibited;
- 235 ii. Teachers may be observed or monitored by administrators for professional support. Teachers
- 236 may also be observed with teacher consent by those who have coaching and mentoring
- 237 responsibilities;
- 238 iii. All monitoring or observation shall be conducted openly and with full knowledge of the teacher;
- 239 iv. Teachers shall not be required to share their personal email or phone numbers to students,
- 240 parents, or colleagues; and,

HSTA and State of Hawaii
 Unit 05, Mid-Term Bargaining,
 COVID-19 Reopening of Schools
 Tentative Agreement
 Union 
 Employer 
 Date 6/26/2020

- v. Teachers may use approved digital platforms, which hide personal phone numbers, for messaging students

d. Teacher Evaluation – Educator Effectiveness System (EES)

For purposes of compliance with Article VIII - Teacher performance, Appendix IV, Teacher Evaluation and Board of Education Policy 203-4, implementation of the EES and consistent with the "Key Priorities for Implementing EES" (EES pp 1-2) will continue in school year 2020-21. However, in order to assess the impact of COVID-19 response, the EES Joint Committee will meet and provide recommendations to the Superintendent, no later than July 28, to address any modifications to the EES for school year 2020-21.

e. At-risk Individuals

- i. Teachers will be provided information regarding access to employee assistance programs (EAP);
- ii. Teachers will be provided information regarding their right to request accommodations should they have underlying health conditions or risk factors identified by the Centers for Disease Control and Prevention (CDC) as placing them at higher risk from COVID-19.

f. For the duration of COVID-19 pandemic, the following leave provision adjustments shall be followed:



- i. 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; and,
- ii. Teachers may utilize Emergency Paid Sick Leave Act (EPSLA) and/or Emergency Family and Medical Leave Expansion Act (EFMLEA).

This Memorandum of Understanding may be modified or terminated by mutual agreement of the Employer and the Association and shall expire on June 30, 2021.

HSTA and State of Hawaii
Unit 05, Mid-Term Bargaining,
COVID-19 Reopening of Schools
Tentative Agreement
Union
Employer
Date 11/26/2020

Appendix A

MEMORANDUM OF UNDERSTANDING
BETWEEN
STATE OF HAWAII BOARD OF EDUCATION AND
HAWAII STATE TEACHERS ASSOCIATION
(SY2020-2021 COVID-19 RESPONSE)

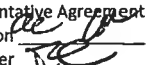

HSTA and State of Hawaii
 Unit 05, Mid-Term Bargaining,
 COVID-19 Reopening of Schools
 Tentative Agreement
 Union 
 Employer 
 Date 6/26/2020

June 26, 2020

Elementary School Models

Elementary School Models	Social Distancing Addressed	1800 Days of Instruction	Grades PK-2 on Campus full-time ¹	Vulnerable Students on campus full-time	Student Support Services available	Health and Sanitation addressed	Collective Bargaining consideration
	Y/N	Y/N	Y/N	Y/N	Y/N	Y/N	Y/N
Model A: Face-to-Face Learning Model <ul style="list-style-type: none"> All students on campus daily (full-time) for face-to-face instruction. 	Y	Y	Y	Y	Y	Y	Y
Model B: Blended Rotation <ul style="list-style-type: none"> All students will be on rotation. Priority will be given to K-2 students and vulnerable students for daily face-to-face instruction to the greatest extent possible. Groupings of students on a rotation will best accommodate the needs of the school community. <ul style="list-style-type: none"> Example of groupings - A/B, A/B/C, A/B/C/D, AM/PM, alpha, geographic, other One group of students to be present on campus receiving face-to-face instruction while the other group(s) participates in distance learning. 	Y	Y	Y	Y	Y	Y	Y
Model C: Hybrid (Face-to-Face & Blended Rotation) <ul style="list-style-type: none"> Lower Elementary and Vulnerable Students: Face-to-face instruction daily (full-time) Upper Elementary: Blended Rotation 	Y	Y	Y	Y	Y	Y	Y

- ¹ Priority must be given to PreK-2 students for face-to-face instruction. Given their maturity level and limited literacy and social skills, these students are the least equipped to learn independently. Additional grades should be added as space and social distancing allow. Schools should limit the mixing of students during the school day.

HSTA and State of Hawaii
 Unit 05, Mid-Term Bargaining,
 COVID-19 Reopening of Schools
 Tentative Agreement
 Union 
 Employer 
 Date 6/26/2020

June 26, 2020

Middle School Models

Middle School Models	Social Distancing Addressed	1800 Days of Instruction	Grades PK-2 on Campus full-time	Vulnerable Students on campus full-time	Student Support Services available	Health and Sanitation addressed	Collective Bargaining consideration
	Y/N	Y/N	Y/N	Y/N	Y/N	Y/N	Y/N
Model A: Face-to-Face Learning Model <ul style="list-style-type: none"> All students on campus daily (full-time) for face-to-face instruction. Teacher would work with family to determine if student could work from home asynchronously. 	Y	Y	N/A	Y	Y	Y	Y
Model B: A/B Two-Day Rotation Learning Model <ul style="list-style-type: none"> Face-to-face learning with online instruction that includes synchronous (occurring at the same, assigned times) and asynchronous (online tasks outside of scheduled class times may be completed at different times) learning along with projects and choice boards. Students report to school twice a week. Priority will be given to vulnerable students for daily face-to-face instruction to the greatest extent possible. Teacher would work with family to determine if student could work from home asynchronously. 	Y	Y	N/A	Y	Y	Y	Y
Model C: Combination Rotation Learning Model <ul style="list-style-type: none"> This model is similar to the Two-Day Rotation Model. Schools determine the number of days in which students report to campus for face-to-face learning, such as once per week or five days over three weeks, depending on the school context. Priority will be given to vulnerable students for daily face-to-face instruction to the greatest extent possible. Teacher would work with family to determine if student could work from home asynchronously. 	Y	Y	N/A	Y	Y	Y	Y

HSTA and State of Hawaii
 Unit 05, Mid-Term Bargaining,
 COVID-19 Reopening of Schools
 Tentative Agreement
 Union [Signature]
 Employer [Signature]
 Date 6/26/20

June 26, 2020

High School Models

High School Models		Social Distancing Addressed	180 Day of Instruction	Grades 9-12 on Campus Fulltime	Vulnerable Students on Campus Fulltime	Student Support Services Available	Health and Sanitation Addressed	Collective Bargaining Contingency
		Y/N	Y/N	Y/N	Y/N	Y/N	Y/N	Y/N
Model A: Face-to-Face Learning Model <ul style="list-style-type: none"> All students on campus daily (full time) for face-to-face instruction. Teacher would work with family to determine if student could work from home asynchronously. 		Y	Y	N/A	Y	Y	Y	Y
Model B: AB Two-Day Rotation Learning Model <ul style="list-style-type: none"> Priority will be given to vulnerable students for daily face-to-face instruction to the greatest extent possible. Blended learning strategies will be implemented to deliver lessons to students, Group A and B. One group of students to be present on campus receiving face-to-face instruction while the other group participates in distance learning, rotating twice a week. Principal will have the flexibility to determine the rotational schedule. <ul style="list-style-type: none"> Possible rotations include, but are not limited to, alpha, grade level, <u>houses</u>, academies, geographic. Teacher would work with family to determine if student could work from home asynchronously. 		Y	Y	N/A	Y	Y	Y	Y
Model C: Hybrid (Face-to-Face & Blended Rotation) <ul style="list-style-type: none"> Most vulnerable students on campus daily for face-to-face instruction. Blended learning strategies will be implemented to deliver lessons for the other students. Group(s) of students to be present on campus receiving face-to-face instruction while the other group(s) participates in distance learning, on a rotational basis. Provide flexibility to principal to determine rotational schedule <ul style="list-style-type: none"> Possible rotations: A/B/C, A/B/C/D, AM/PM, alpha, grade level, houses, academies, geographic Teacher would work with family to determine if student could work from home asynchronously. 		Y	Y	N/A	Y	Y	Y	Y

DAVID Y. IGE
GOVERNOR



DR. CHRISTINA M. KISHIMOTO
SUPERINTENDENT

STATE OF HAWAII
DEPARTMENT OF EDUCATION
P.O. BOX 2360
HONOLULU, HAWAII 96804

OFFICE OF SUPERINTENDENT

June 27, 2020

Mr. Corey Rosenlee
1200 Ala Kapuna Street
Honolulu, Hawaii 96819

Dear Mr. Rosenlee,

Teachers who are documented to be at higher risk for severe illness from COVID-19 may be provided options to limit their exposure risk (e.g. telework or modified job responsibilities).

A handwritten signature in black ink, appearing to be "CK", written over a horizontal line.

Dr. Christina M. Kishimoto, Superintendent

06/27/2020

Date

Concur

A handwritten signature in black ink, appearing to be "CR", written over a horizontal line.

Corey Rosenlee, President
Hawaii State Teachers Association

6/27/2020

Date

DAVID Y. IGE
GOVERNOR



DR. CHRISTINA M. KISHIMOTO
SUPERINTENDENT

**STATE OF HAWAII
DEPARTMENT OF EDUCATION**

P.O. BOX 2360
HONOLULU, HAWAII 96804

OFFICE OF THE SUPERINTENDENT

July 13, 2020

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

Re: Coronavirus (COVID-19) Preparation and Response

Dear Mr. Holck:

To provide clarification and understanding of the Memorandum of Understanding (MOU) reached with the Hawaii State Teachers Association (HSTA) regarding Coronavirus (COVID-19) response and to support the necessary social and physical distancing at schools, the HSTA and the Hawaii Department of Education (HIDOE) have reached the following agreement related to the HIDOE's Comprehensive Plan for Reopening Schools Plan for the 2020-2021 School Year:

- 1) All meeting spaces, including classrooms, where students, staff, and/or other individuals gather will be configured to allow a physical distance of at least six (6) feet of separation. Schools shall submit a report detailing the extent to which they are configuring meeting spaces at less than six (6) feet of physical distancing.
- 2) Schools reporting a plan to configure such spaces at less than six (6) feet of physical distancing will need to request a contract exception no later than July 21, 2020.
- 3) For purposes of processing contract exceptions, the HIDOE and HSTA have agreed to the following contract exception process:
 - a) A request is submitted by the school principal, see attached form.
 - b) The request will be jointly reviewed by a committee comprised of two (2) representatives appointed by the Association and two (2) appointed by the HIDOE.
 - c) The request will include the following:
 - i) Name of School
 - ii) Instructional model selected and details regarding school's decision making process (faculty consensus, fallback vote, or principal selected)
 - iii) Number of classrooms to be configured at a physical distance of at least six (6) feet of separation.
 - iv) Number of classrooms NOT to be configured at a physical distance of at least six (6) feet of separation.

AN AFFIRMATIVE ACTION AND EQUAL OPPORTUNITY EMPLOYER

Mr. Wilbert Holck
July 13, 2020
Page 2

- v) Rationale for needing physical distance of less than six (6) feet of separation.
 - vi) Additional health and safety efforts to reduce risk of transmission.
 - d) The committee shall review the requests for exceptions.
 - e) Both parties must approve exceptions.
- 4) Revisions to Return to Learn: School Reopening Plan:
- a) HSTA and the HDOE will continue to utilize the COVID-19 Response Meetings to address guidance regarding health and safety. As new information becomes available, guidance will continue to be revised and updated throughout school year 2020-21.
 - b) Guidance indicating configuration of classrooms will be updated to reflect maintaining a distance of at least six (6) feet. Configuration at a distance of between three (3) and six (6) feet may be allowed with approved contract exceptions and additional precautions such as mandatory face coverings.
 - c) Classroom teachers make decisions in their classrooms throughout the school day based on the instructional methods they are using for curriculum delivery. This may create a need for putting on or taking off masks, therefore, in compliance with HSTA MOU SY 2020-2021 COVID-response, teachers will determine routines and rules related to wearing of face covering in their particular classrooms.

HDOE and HSTA both recognize the importance of creating a safe learning environment for our students and staff that also mitigates further disruption in education caused by the pandemic. The intent of this agreement is to balance these two goals as best as possible under these circumstances.

Sincerely,



Dr. Christina M. Kishimoto
Superintendent

Acknowledgement by Hawaii State Teachers Association

By: 

DAVID Y. IGE
GOVERNOR



DR. CHRISTINA M. KISHIMOTO
SUPERINTENDENT

STATE OF HAWAII
DEPARTMENT OF EDUCATION
P.O. BOX 2360
HONOLULU, HAWAII 96804

OFFICE OF THE SUPERINTENDENT

July 13, 2020

COVID-19 Response Exceptions Request

This form is to be utilized for submission of exceptions related to physical distancing on school campuses.

School name (spell out full name):

Name of submitter (first and last name):

Email address:

Phone number:

Instructional model selected (select all that apply for your school):

- ☐ Elementary Model A: Face-to-Face Learning Model
- ☐ Elementary Model B: Blended Rotation
- ☐ Elementary Model C: Hybrid (Face-to-Face and Blended Rotation)
- ☐ Middle School Model A: Face-to-Face Learning Model
- ☐ Middle School Model B: A/B Blended Rotation
- ☐ Middle School Model C: Combination Rotation Learning Model
- ☐ High School Model A: Face-to-Face Learning Model
- ☐ High School Model B: A/B Two-Day Rotation Learning Model
- ☐ High School Model C: Hybrid (Face-to-Face & Blended Rotation)

AN AFFIRMATIVE ACTION AND EQUAL OPPORTUNITY EMPLOYER

COVID-19 Response Exceptions Request
July 13, 2020
Page 2

Please indicate how the instructional model was selected at your school?

- ☐ The faculty reached consensus on a model
- ☐ The faculty conducted a fall back vote and passed the model
- ☐ The faculty conducted a fall back vote and DID NOT pass. Administration selected a model.

Other:

Please indicate the number of classrooms to be configured on your campus at a physical distance of AT LEAST six (6) feet of separation between student seats.

The number should reflect any meeting space where students will receive instruction during school year 20-21.

--

Please indicate the number of classrooms to be configured on your campus at a physical distance of LESS THAN six (6) feet of separation between student seats.

The number should reflect any meeting space where students will receive instruction during school year 20-21.

Please provide a rationale explaining why the school is seeking an exception and it is not possible to configure student seats with AT LEAST six (6) feet of separation.

If extra space is needed, please use the attached additional page as needed.

Please provide any other information you feel should be shared related to this request.

If extra space is needed, please use the attached additional page as needed.

Please email the completed form to your Complex Area Superintendent.