

1 MEMORANDUM OF UNDERSTANDING
2 BETWEEN
3 STATE OF HAWAII
4 BOARD OF EDUCATION AND
5 HAWAII STATE TEACHERS ASSOCIATION
6 (SY2020-2021 COVID-19 RESPONSE)
7

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

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

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

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

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

24 WHEREAS,

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

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

33 THEREFORE,

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

39 1. Collaboration on COVID-19 response

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

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

46 a. Access to Schools and Health Checks

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

- 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

- 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

- 96 xiii. All teachers will have the option to participate in any meeting, including but not limited to
97 faculty, department, grade level, evaluation, parent/teacher, and curriculum-related meetings
98 through teleconferencing.
- 99 c. Personal Protective Equipment (PPE)
- 100 i. All individuals, including employees, students, and campus visitors should wear face coverings
101 that cover the mouth and nose consistent with public health guidance;
- 102 a. All staff should use face coverings unless HIOSH standards require respiratory
103 protection.
- 104 b. Students should use face coverings.
- 105 c. Teachers can use face shields, which enable younger students to see their teachers'
106 faces and to avoid potential barriers to phonological instruction.
- 107 ii. In circumstances where sufficient physical distancing is difficult or impossible, within 6 feet of
108 others, face coverings should be worn; with exceptions for those for whom it is not safe to do so
109 due to age, medical condition, or other considerations.
- 110 iii. Employees whose assignment places them at greater risk for exposure to COVID-19 will be
111 provided appropriate personal protective equipment (PPE) (e.g., surgical mask, face shield, and
112 gloves) at no additional cost;
- 113 iv. Each teacher may, upon request, be provided a face shield and an adequate supply of face
114 coverings for students; and,
- 115 v. If PPE supplies are not readily available, with a supervisor's approval, teachers may purchase
116 their own supplies and shall be fully reimbursed when receipts are submitted.
- 117 d. Cleaning and Disinfecting
- 118 i. Teachers will not be required to clean or disinfect classrooms, or other non-professional
119 custodial duties, which are not part of a teacher's job responsibilities;

- 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

- 145 instructional programming for all students. The following support and facilitate distance and blended learning
146 programs:
- 147 a. Teachers will be provided ongoing support including equipment, internet access, guidance on use of
148 online- learning platforms, and technical support.
 - 149 b. August 4, 2020 is designated as the first instructional day of school on the BOE-approved SY 2020 school
150 calendar. Beginning the school year with physical distancing will affect all of our normal school routines.
151 Therefore, training and planning will be prioritized for the use of the school campus.
 - 152 c. The first nine (9) days of instruction will consist of:
 - 153 i. Half days with students, including meal service, to complete the following: assess academic and
154 social-emotional learning needs, conduct reviews, introductions, and to test and adjust to school-
155 wide and classroom protocols,
 - 156 ii. Half days with staff will be utilized to train, test and adjust protocols to keep learning
157 environments productive and safe.
 - 158 i. During the first nine (9) instructional days, teachers shall be provided no less than one (1) hour
159 per day of teacher-initiated preparation.
 - 160 d. Planning and collaboration days
161 Schools that have scheduled the two (2) planning and collaboration days prior to the first day of
162 instruction for teacher-initiated planning and to engage in grade level and department level discussions
163 regarding modification of curriculum and/or student learning loss may keep these two (2) planning and
164 collaboration days with the understanding that full days begin on August 17, 2020.
 - 165 e. Care Coordinators of students with special needs
166 Teachers, who are care coordinators of students with special needs will be provided, during first quarter,
167 no less than three (3) hours per student for preparation time to facilitate assessments and lead
168 conversations on the need for any possible compensatory services and/or extended school year services.
169 Scheduling considerations will be made for impact to instruction for special needs students.

- 169 f. To ensure all schools can maximize student-learning time, the Department will seek a waiver from
170 federally mandated testing from the United States Department of Education (USDOE) for school year
171 2020-21.
- 172 3. Instructional Models for School Year 2020-2021
- 173 Schools will need to modify their models of instructional delivery In school year 2020-21. The Department must
174 meet the BOE directive "to provide instructional models and clear guidance to families that allow parents or
175 guardians who do not feel comfortable sending their children to a school campus to keep their children at home."
176 For purposes of determining each school's instructional model(s) and bell schedule for school year 2020-21, the
177 following is agreed to and supersedes Article VI – Teaching Conditions and Hours, section DD Workload (teaching
178 schedules) #4-8. All other provisions of the CBA shall remain in effect.
- 179 Principals shall provide the faculty and staff the opportunity for a collaborative process as follows:
- 180 a. All members of Bargaining Unit 05 will be notified of the opportunity to participate in a faculty discussion
181 regarding instructional model(s) and draft bell schedule;
- 182 i. For purposes of determining an instructional model and draft bell schedule prior to the start of
183 SY 2020-21 the collaborative process will take place in July and be voluntary.
- 184 ii. For purposes of any need to modify the instructional model and draft bell schedule after the start
185 of SY 2020-21, the collaborative process will occur during work time.
- 186 iii. The opportunity to participate in the collaborative process will be communicated to all members
187 of Bargaining Unit 05 with at least 48 hours' notice. The notice will include copies of the
188 proposed model and draft bell schedule changes.
- 189 iv. Failure of an employee to participate will not prevent the adoption of one of the models below.
- 190 b. The principal shall present an instructional model and draft bell schedule for consideration and discussion
191 by the faculty. The model may be based on one of the models listed below or one created by the principal

- 192 in compliance with the contract. Teachers will have the opportunity to present suggestions for
193 improvement during the discussion. The presentation shall include information on the following:
- 194 i. Instructional model method;
 - 195 ii. Master schedule and line assignments changes needed to implement the model; and,
 - 196 iii. Bell schedule changes needed to implement the model (e.g. instructional periods per day, type of
197 lunch schedule, prep time, and various miscellaneous admin time within the week);
- 198 c. The discussion will be held in a collaborative manner allowing questions to be addressed and all points of
199 view to be heard;
- 200 d. For purposes of decision making, the principal and bargaining unit members in attendance will attempt to
201 reach consensus on an instructional model and draft bell schedule; and
- 202 e. If consensus is not achieved, then the principal shall put the model and draft bell schedule to a vote. An
203 Association representative shall conduct the vote. Voting will conclude two (2) hours after the end of the
204 discussion. Individuals' votes will be kept confidential from the employer. The model and draft bell
205 schedule shall be adopted if approved by 66 2/3% of the faculty members voting. If the vote is not
206 approved the principal shall select a model from the instructional models listed in this section.
- 207 f. Instructional Models (see appendix A, Version 1, June 2020)
- 208 1) Elementary School Models
 - 209 i. Model A: Face-to-Face Learning Model
 - 210 ii. Model B: Blended Rotation
 - 211 iii. Model C: Hybrid (Face-to-Face & Blended Rotation)
 - 212 2) Middle/Intermediate School Models
 - 213 i. Model A: Face-to-Face Learning Model
 - 214 ii. Model B: A/B Two-Day Rotation Model
 - 215 iii. Model C: Combination Rotation Learning Model
 - 216 3) High School Models

- 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,

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

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

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

- 254 f. For the duration of COVID-19 pandemic, the following leave provision adjustments shall be followed:
- 255 i. Per the Family and Medical Leave Act (FMLA), should a teacher need to care for a family
- 256 member who is ill due to COVID-19 or in a high-risk category, they may use their paid sick leave;
- 257 and,
- 258 ii. Teachers may utilize Emergency Paid Sick Leave Act (EPSLA) and/or Emergency Family and
- 259 Medical Leave Expansion Act (EFMLEA).

260 This Memorandum of Understanding may be modified or terminated by mutual agreement of the Employer and
261 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 [Signature]
Employer [Signature]
Date 6/24/2020

Appendix A

MEMORANDUM OF UNDERSTANDING

BETWEEN

STATE OF HAWAII BOARD OF EDUCATION AND

HAWAII STATE TEACHERS ASSOCIATION

(SY2020-2021 COVID-19 RESPONSE)

June 26, 2020

Elementary School Models

Elementary 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 Considerations
	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

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.

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 Considerations
	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

June 26, 2020

High School Models

High School Models	Social Distancing Addressed	Blended or Distance Instruction	Grades (K-2 on campus, 3-12 online)	Vulnerable Student or Healthful Alternative	Student Support Services Available	Health and Sanitation Addressed	Collective Bargaining Implications
<p>Model A: Face-to-Face Learning Model</p> <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
<p>Model B: AB Two-Day Rotation Learning Model</p> <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, 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
<p>Model C: Hybrid (Face-to-Face & Blended Rotation)</p> <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



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