

**AGREEMENT BY AND BETWEEN
HINGHAM EDUCATION ASSOCIATION
AND
HINGHAM SCHOOL COMMITTEE
ON
SCHOOL REOPENING 2020-2021**

**AGREEMENT BY AND BETWEEN
THE HINGHAM SCHOOL COMMITTEE
AND
THE HINGHAM EDUCATION ASSOCIATION, UNIT A, REGARDING THE
REOPENING OF
SCHOOLS AND THE 2020-2021 SCHOOL YEAR
AS SUPPLEMENT TO THE 2020-2023 COLLECTIVE BARGAINING AGREEMENT**

WHEREAS, the Hingham Public School District operates the public schools of the Town of Hingham, operating under the laws of the Commonwealth of Massachusetts, and has an address of 220 Central Street, Hingham, MA 02043 (“District”);

WHEREAS, the Hingham Education Association (“Union”) is the exclusive bargaining representative pursuant to G.L. c. 150E for those employees of the Hingham School Committee as referred to in Article 1;

WHEREAS, the Hingham School Committee (“Committee”) is the party duly authorized party to enter into this Agreement with the Union;

WHEREAS, in person instruction was terminated in the Town of Hingham on March 12, 2020 as a result of the still ongoing COVID-19 pandemic;

WHEREAS, beginning on June 25, 2020 the Department of Elementary and Secondary Education (“DESE”) issued guidance requiring districts to develop a plan each for Remote Learning, In-Person Instruction, and a “Hybrid” model for the forthcoming 2020-2021 school year;

WHEREAS, the ongoing COVID-19 pandemic has given rise to a host of unprecedented challenges to safety of students and staff necessitating changes to pedagogical practice as well as District operations;

WHEREAS, the Parties have a shared goal of providing the highest quality instruction to the students of the Hingham Public Schools; Schools are an important part of our community, Teachers and students need to bond in person to establish relationships that are vital to achieving success in pedagogical practice and social-emotional well-being;

WHEREAS, the Parties anticipate further guidance from regulatory bodies will be provided covering matters including but not limited to infection rates, extracurricular activities, athletics, specialists, and special education;

NOW THEREFORE, in consideration of foregoing, the Parties agree to the following Agreement.

ARTICLE I

REMOTE LEARNING PLAN

- 1.01 The District shall designate a single synchronous platform (e.g. Zoom, Google Classroom, SeeSaw, and like products) per grade level to be used for Remote Learning based on which platform offers the broadest array of opportunities for student participation and engagement within the platform. The District will provide ample professional development on the platform chosen. The District agrees to indemnify the Teacher if the designated platform is hacked, “zoom-bombed”, or in any way disrupted by an individual/group outside of the assigned class.
- 1.02 The District shall institute a Code of Conduct by which all students will be required to abide while engaged in Remote Learning.
The Code of Conduct will require the following of students:
- a. Students will not use cell phones during synchronous sessions.
 - b. At the discretion of the teacher, all student cameras will be enabled.
 - c. Students will not utilize distracting backgrounds. Blank backgrounds or the environment in which the student is engaged in Remote Learning are acceptable.
 - d. First and last names will be used by students when labeling their “window.”
 - e. Comments and responses will be provided verbally, unless otherwise requested by the teacher.
 - f. Students should be engaged and attentive to synchronous sessions at all times, just as when school is in normal operation.
 - g. Students should be attentive and seated upright as they would be during class held during normal operation.
 - h. Student attendance will be required at all sessions, and attendance will be taken with advance notice being provided for tardiness and absences to the extent possible.
 - i. Students seeking adjustment or accommodation due to circumstances created by the pandemic will be encouraged to engage in a dialog with the teacher(s) as to how to address their concerns, consistent with learning goals.
 - j. Synchronous Learning Sessions are not intended to replace parental/family/guardian supervision.
 - k. All work product will be graded as during normal school operations, except as altered by the establishment of an SEL Plan, IEP, 504, or similar arrangement.
 - l. Recording of live Synchronous Learning Sessions, including photos or screen shots, will be strictly prohibited.
 - m. All Acceptable Use Policy and Student Handbook rules continue to be in effect during Remote Learning.
 - n. While we expect that some students will require supervision in order to participate in remote learning, supervising parents/caregivers shall not disrupt or interfere with the instruction in any manner. Parents/caregivers will be advised in writing that they must keep all information regarding students in the classroom confidential. No teacher will suffer repercussions in their employment resulting from a breach of this provision, due to the capturing of or discussion of events in class, except in the event of conduct outside of range of reasonable professionalism for a teacher. All conduct within the range of what might

normally occur within a classroom will be similarly regarded during remote instruction and will not be subject to penalty.

- 1.03 Teachers will enjoy the same level of professional autonomy and discretion for determining the proper curriculum within established frameworks as during normal school operation.
- 1.04 Teachers will hold scheduled Synchronous Learning Sessions (SLS) at scheduled times. Prior to the beginning of remote instruction, building administrators, in collaboration with teachers, grade level teams, and departments, will mutually determine the frequency and content of synchronous and asynchronous work for students in remote learning. All periods/blocks will include synchronous activators and synchronous summarizers. Any need on the part of the Teacher to miss a Synchronous Learning Session will be communicated to building administration as soon as practicable so that alternative arrangements can be made. Such communication will include any plans for the SLS which may exist so that continuity can be ensured as best as possible. Absences will be reported and charged in accordance with the collective bargaining agreement, as modified by this MOA.
- 1.05 No member will be disciplined, reprimanded, reduced in rank, or deprived of professional advantage for any challenges they may have with technology but will make every effort to seek support and training if needed.

ARTICLE II
IN-PERSON LEARNING

- 2.01 Buildings which are occupied by students or members of the Association have had their HVAC systems and circulation thoroughly and completely inspected by an independent industrial hygienist, hired by the District prior to their occupancy. Both the District and the Association will enjoy equal access to the contractor selected, and all findings or reports will be made public by the professional contractor selected. All recommended items which could aid in the protection of employees from COVID-19 identified during the inspection process in the buildings will be addressed as recommended.
- 2.02 All HVAC system filters in all District buildings will be changed to filters with a rating of MERV-13, or alternative highest rating appropriate to each system and replaced in accordance with intervals suggested by the manufacturer. These ratings and any changes shall be made public at School Committee meetings each month as part of the facilities report. Certification of the installation of MERV-13, or the highest rating appropriate, and their regular replacement will be furnished to the Association when each is completed.
- 2.03 Beginning September 1 all HVAC systems will run two (2) hours prior to the beginning of the work day and two (2) hours following the closing of the classrooms each day to help ensure safe air circulation. All classrooms will close to teaching staff one (1) hour after the last teaching responsibility of the day.
- 2.04 District personnel will be provided a N-95 mask upon request. District personnel will also be offered Center for Disease Control (CDC) recommended cloth masks and disposable masks. District personnel also may wear their own face covering so long as it complies with District policy and CDC recommendations. Disposable masks will only be worn for a single day. Mask maintenance is the responsibility of the staff member.
- 2.05 All students will be required to wear CDC recommended face coverings at all times when inside buildings.
- 2.06 The District will maintain an appropriate supply of plastic face shields, non-latex gloves, and non-sterile over-garment clothing protection. Members will be provided such equipment upon request.
- 2.07 Carbon Dioxide testing devices will be purchased for each building at a ratio of one (1) device for every five (5) rooms. Each occupied room in the District will be tested daily when the day is at least 80% completed. In the event the testing of any room reveals a CO₂ level of 850 parts per million or greater, the room will be evacuated, and notice provided to parents/guardians and building staff. The room will not again be occupied until after the source of the problem has been identified and mitigated. A particularized description of the problem(s) found and corrective measures taken will be provided to the Association upon their completion. Thereafter, upon re-occupancy, any such room will be

tested three (3) times daily for one (1) week to ensure CO2 accumulation does not exceed 849 parts per million.

- 2.08 Appropriate and satisfactory training on the proper use of all Personal Protective Equipment (PPE) will occur within the first 10 teacher professional development days prior to the first student day.
- 2.09 The re-opening of buildings will not occur prior to the satisfaction of all criteria outlined in Articles 2.01 through 2.09, inasmuch as the provision could be reasonably construed to apply. This shall mean the following, at a minimum:
- A. Thirty (30) days' supply of masks, gloves, face-shields, and over-garment clothing protection, as well as a reasonable plan to maintain continuity of supply as outlined in section 2.04.
 - B. The replacement of all air filters in each building's HVAC system, as described in Article 2.02 above.
 - C. Completion of all requisite training identified in this document or separately deemed appropriate by the Parties in another forum.
 - D. All windows will be functioning as designed.
- 2.10 All members of the Association will have Right to Refuse Dangerous Work as outlined by the Occupational Safety and Health Administration. If members believe working conditions are unsafe or unhealthful, OSHA recommends that they bring the conditions to their employer's attention, if possible.

A member may refuse to do a task if all the following conditions are met:

- Where possible, the member has asked the employer to eliminate the danger, and the employer failed to do so; and
- The member refused to work in "good faith." This means that the member must genuinely believe that an imminent danger exists; and
- A reasonable person would agree that there is a real danger of death or serious injury; and
- There isn't enough time, due to the urgency of the hazard, to get it corrected through regular enforcement channels, such as requesting a Massachusetts Department of Labor Standards inspection.

- 2.11 The costs of all training and required safety equipment will be fully borne by the District.
- 2.12 All members of the District Learning Community will maintain a social distance of not less than six (6) feet from one another at all times, including during extracurricular activities hosted or sponsored, in part or in full, by the District in Phases I and II. Students shall maintain no less than 3 feet of social distance will be maintained in Phase III. Teachers will not be required to socially distance at an amount less than six (6) feet

for the duration of the pandemic, with the exception of nurses and special education staff providing services such as restraints, first aid, and the like to special education students. Staff in this category of work will be provided appropriate PPE for the close proximity task being performed.

- 2.13 To help facilitate safe social distancing, all doors to each building will be opened during school opening and closing with each student entering the building and exiting the building through their assigned door.
- 2.14 No manipulatives or other learning aids which require handling by multiple students or staff during a lesson will be utilized.
- 2.15 Lunch, if applicable, will be eaten outside for as long as practicable. When it becomes impractical due to inclement weather, lunch will move indoors. In all cases, six (6) feet of social distancing will be observed, or other appropriate distancing as recommended by the Board of Health and/or CDC.
- 2.16 The occupancy of any building within the District will not be less than 113 sq. ft. per person at any time the building is open.
- 2.17 Protective plexiglass will be installed in all front offices and nursing offices, with the goal of providing maximal protection and functionality for staff.
- 2.18 Each observed deviation from adherence to safety protocols memorialized here or elsewhere on the part of a student will result in written communication being sent home to the student's family by building administration. The student will be required to demonstrate parental/guardian acknowledgement, in the form of a signature, and return the form to the school.
- 2.19 During any period when employees have in-person responsibilities with HPS and the employee exhibits any symptoms of COVID-19 as defined by the Centers for Disease Control (CDC), Massachusetts Department of Public Health (DPH) or the Hingham Board of Health, they will be sent home immediately, or report as much and stay home, without loss of pay or accrued sick time. The employee is expected to contact a healthcare provider as soon as possible and test for COVID-19 within 48 hours of the onset of symptoms.

If the employee tests positive for COVID-19, the district will provide Emergency Sick Leave that is not deducted from their personal sick leave after the employee has exhausted their available leave under the federal Families First Coronavirus Response Act until such time that they are able to return to work either in-person or remotely. For an employee who tests negative for COVID-19, the employee will return to work in-person. If the employee is not able to return to work due to non-COVID-19 related illness, these employees shall use their personal sick time until they can return to work in-person.

Employees who are able to do so will be expected to work remotely during this period.

- 2.20 In the event a staff member or student exhibits any of the below listed symptoms while performing in-person work for the District or while attending school, they will be transported to the nearest hospital immediately. If there is a resulting positive COVID-19 test, section 2.19 would apply for bargaining unit members.
- Trouble breathing or shortness of breath
 - New confusion
 - Bluish lips or face
 - Persistent pain or pressure in the chest
 - Inability to wake or stay awake
- 2.21 An isolation room will be established within every building for the purpose of sequestering any student exhibiting any of the CDC identified COVID-19 symptoms until they can be picked up by their guardian or other adult authorized to remove the child from school. The room will not be used for storage or any other purpose for the duration of the 2020-2021 school year. The District agrees to follow all safety and health protocols as recommended by the CDC, Department of Public Health, and DESE, as well the District's COVID-19 Exposure Protocol.
- 2.22 All commonly touched surfaces within each building will be cleaned daily by District custodial staff according to the most recent CDC guidelines. In the event guidelines change, the District will provide written notice of the change to the Association and the effective date for implementation as far in advance of any change as practicable.
- 2.23 The District will abide by all DESE guidance when providing transportation to students. Transportation protocols will be made public.
- 2.24 No new duties beyond those which were in effect prior to the School Closure Period will be assigned to any bargaining unit member.
- 2.25 Any positive COVID-19 test result of any staff member or student will be reported to the Building Administrator, the Hingham Board of Health and the Hingham Public Schools Human Resources Director for contact tracing and accounting purposes.
- 2.26 Outside visitors to all school buildings will be strictly prohibited.
- 2.27 In the event that either the Association or the District feel that the provisions of this Agreement are frequently not being adhered to such that staff or students are at risk, a meeting will immediately be convened for the purpose of discussing the issue and finding a safe, mutually agreeable resolution to the same. The Parties agree to maintain constant contact for the purposes of ensuring that the safety practices outlined herein are followed as a matter of routine.
- 2.28 Brightly colored signage of at least ninety-three and one-half square inches in size will be placed conspicuously and strategically through all buildings reminding students and staff of the importance of meticulous adherence to all safety protocols outlined herein, including but not limited to hand hygiene, social distancing, wearing masks, refraining from use of shared objects and so on.

2.29 Locker use will not be permitted in any school building.

ARTICLE III
HYBRID LEARNING

- 3.01 In addition to the foregoing provisions, the entirety of Article II of this Agreement will remain in full force and effect for any time in which students and staff are in the building, inclusive of any periods of Hybrid Learning.
- 3.02 The Hybrid model is a blended learning model in which students receive instruction both in-person and remotely. For all grade/subject/academic levels, teachers will be assigned students from Cohorts A, B, A/B, and R. The cohorts are determined by administration of each building according to standard operating plans of student assignment and scheduling; bus routes; consistent family cohort schedules; high needs designations; METCO; and IEPs. The cohort schedules are outlined in the District Reopening Plan.
- 3.03 When one or more cohorts is receiving in-person instruction in the classroom, the remaining cohorts will be learning remotely. While the primary focus of all teachers will be to engage with in-person cohorts, each teacher will also facilitate learning for their assigned students who are participating remotely. It is the expectation that all students progress through the curriculum together as much as possible. The teacher may accomplish this by having remote students participate in some of the in-person lessons. Remote students may also be assigned asynchronous work on their remote days. Teachers will collaborate with one another regarding best practices for hybrid instruction on an on-going basis, both directly and in meetings facilitated by administration.

It is the District's belief that the most effective way to ensure that students progress through the curriculum together is through as much direct instruction as possible in both in-person and remote settings.

It is understood that participation of students not present in the building in in-person lessons will not continue beyond the end of the pandemic period, or beyond the expiration of this agreement.

In the hybrid model, teachers will continue to be the primary architects of instruction for all of their assigned students; however, it is expected that the facilitation of remote instruction may vary by grade and instructional level while delivering curriculum under the frameworks. When possible, and when appropriate to a given course and level, paraeducators, tutors, and other specialists may assist in facilitating remote lessons.

- 3.04 While we expect that some students will require supervision in order to participate in remote learning, supervising parents/caregivers shall not disrupt or interfere with the instruction in any manner. Parents/caregivers will be advised in writing that they must keep all information regarding students in the classroom confidential. No teacher will suffer repercussions in their employment resulting from a breach of this provision, due to the capturing of or discussion of events in class, except in the event of conduct outside of range of reasonable professionalism for a teacher. All conduct within the range of what

might normally occur within a classroom will be similarly regarded during remote instruction and will not be subject to penalty.

ARTICLE IV
GENERAL PROVISIONS

- 4.01 Regardless of the mode of operation for schools, Teachers will enjoy the same level of professional autonomy and discretion for determining the proper curriculum within established frameworks as during normal school operation.
- 4.02 Members with disabilities may request a reasonable accommodation that would allow them to perform their essential functions. These accommodations will be addressed on a case by case basis through Human Resources. Members with childcare issues may apply to utilize Families First Coronavirus Relief Act (FFCRA) leave. At no point will any member availing themselves of this provision suffer retribution or undue pressure for doing so.

Members with health concerns identified by the Centers for Disease Control (CDC) known or suspected to put them at higher risk as a result of infection from COVID-19 may request remote assignment.

Members with a disability may request accommodations that would allow them to perform their essential functions, pursuant to the Americans with Disabilities Act (ADA). Reasonable accommodations will be provided consistent with the law.

Leave pursuant to the provisions of the FFCRA will be granted to qualifying members with childcare issues who make application for such leave.

Application for all leaves covered in this provision will be made with the Office of Human Resources. At no point will any member availing themselves of this provision suffer retribution or undue pressure for doing so.

- 4.03 The first 10 work days, commencing on August 31, 2020 and ending on September 15, 2020 will be reserved for the planning of Remote, Hybrid, and In-Person Learning, development or augmenting of curriculum, IEP, 504 and other parent/guardian meetings as necessary, and professional development tailored to meet the needs of Teachers for Remote Learning, the Hybrid Learning Platform, and/or In-Person Learning. The first student day will be held on September 16, 2020.

For professional development work days on August 31, 2020 through September 3, 2020, employees will have the choice to participate in Professional Development from their building or remotely.

For professional development work days on September 8 through September 11, 2020, employees will be required to work at least half of each day from their building. The remainder of the day can be worked remotely.

For the final two days of professional development on September 14 and 15, 2020, employees will be expected to report to their buildings for the full work day.

- 4.04 All provisions of the collectively bargained agreement(s) which are currently in effect will continue to be in full force and effect except as explicitly changed in this Agreement.
- 4.05 The HEA agrees to the terms of Sections three (3) and six (6) of the District Reopening Plan that are applicable to HEA members unless otherwise modified by this Agreement. Where a conflict exists between this Agreement and the District Reopening Plan, this document will control. The Association and administration will review the document as soon as possible to update the plan to reflect the agreements contained herein and changes which may have taken place since it was first published. The newly revised document will then be re-published for the community.
- 4.06 Any member unable to perform their essential duties will utilize the appropriate leave provisions contained in the relevant collectively bargained agreement or request re-assignment subject to Article 4.02 of this Agreement.
- 4.07 It is the intent of the Parties that any ambiguity in this Agreement be resolved in favor of a reasonable interpretation, which provides the most protection and safety to staff, students, or families of either.
- 4.08 Regardless of the mode of operation, no staff member will be assigned to work more hours than they are paid for, more time than they would during normal school operation, nor work outside their normal work hours during non-pandemic school operation.
- 4.09 No member will incur any out of pocket expense for any item listed in sections 2.04, 2.06, and 2.09(A).
- 4.10 The Parties recognize that equity of access to learning must be of the utmost priority to all and as such agree to convene at the earliest possible time after receiving a request to do so for the purpose of addressing any challenges posed by the pandemic to student learning opportunities and collaboratively problem solve for the same.
- 4.11 For the duration of the public health circumstances which gave rise to this agreement and necessitated the changes to school operation contemplated herein, the District will not hold any in-person indoor meeting of more than 10 people assuming social distancing can be maintained. A remote option will also be provided.
- 4.12 Buildings will also be required to have adequate handwashing facilities and hand sanitizer to reasonably ensure the feasibility of sound hand hygiene.
- 4.13 The length of the teacher contractual work day, work year and school year remain as set forth in the CBA, although each teacher's assigned work location during such contractual work time may be fully remote, hybrid remote/in-person or fully in person.
- 4.14 Any teacher who is unable to attend any portion of the pre-first student day schedule, must report his or her absence, and the reason therefore, to their building administrator within

48 hours prior to the absence, unless in case of an emergency, for which the teacher shall notify his or her immediate supervisor as soon as practicably possible.

- 4.15 Due to the unique challenges presented during the COVID-19 pandemic, the current evaluation system shall be suspended for the 2020-2021 school year. A new evaluation instrument shall be created by the Parties that measures appropriate goals based on the unique circumstances of the 2020-2021 school year. Evaluators will not begin performance evaluations until the 90th day of the student school year.
- 4.16 Teachers shall adhere to all health and safety protocols as mutually agreed upon.
- 4.17 Employees are reminded to reference the Massachusetts Conflict of Interest Law, found at M.G.L. Chapter 268A, with regard to tutoring. Employees are required to be available exclusively for work with the Hingham Public Schools during the contracted work day.
- 4.18 The parties agree to reopen negotiations and amend the terms herein as appropriate in the event of future applicable legislation, regulations, orders or guidance.
- 4.19 The terms of this agreement remain in effect for the duration of the public health circumstances which gave rise to this agreement and necessitated the changes to school operation contemplated herein unless modified by a written instrument executed by both parties.
- 4.20 The parties recognize that these are unusual circumstances and an evolving situation. Therefore, the Agreement shall not be used as evidence of precedent or past practice except to enforce the terms thereof.
- 4.21 By coming into a Hingham Public Schools building to work each day, teachers are attesting that they do not have symptoms of COVID-19 (fever less than 100.0, no shortness of breath, no sore throat, no cough, etc.), and have not had close contact with a person diagnosed with COVID-19. Any employee who cannot so attest should not report to work.
- 4.22 After the initial full remote learning period, to better facilitate safe social distancing and ameliorate building space scarcity, all employees will be permitted to leave the buildings as soon as their in-building professional obligations for the day are finished. On Wednesdays, teachers who do not have any in-person teaching obligations will be permitted to work remotely, provided doing so does not interfere with their performance. Specialists will be permitted to work remotely so long as the current DESE guidance on the matter remains the same.