

MEMORANDUM OF AGREEMENT
BETWEEN
THE BOARD OF HIGHER EDUCATION
AND THE
MASSACHUSETTS STATE COLLEGE ASSOCIATION/MTA/NEA

This MEMORANDUM OF AGREEMENT is entered into by and between the Board of Higher Education (the “Board”) and the Massachusetts State College Association/MTA/NEA (the “Association”) (collectively, the “Parties”).

WHEREAS, the Parties recognize that the global coronavirus pandemic has led to unprecedented health and safety concerns; and

WHEREAS, the Parties met to discuss and resolve the COVID related health and safety concerns of the MSCA;

NOW, THEREFORE, the Parties agree as follows:

1. In accordance with relevant Commonwealth of Massachusetts COVID-19 guidance and protocols, including the Massachusetts COVID-19 Higher Education Control Plan, each University has established a return to campus plan that includes various policies and protocols to combat the spread of COVID. Until such time as the Commonwealth enters Phase 4 of its reopening plan or the conclusion of the Spring 2021 semester, whichever is sooner, all universities shall:
 - (a) have available and/or provide masks to persons who have forgotten or lost their masks, or whose masks have been damaged;
 - (b) provide COVID-related health and safety training to all students and employees;
 - (c) take measures to ensure appropriate social distancing requirements are implemented in all buildings;
 - (d) not require unit members to clean classrooms, libraries or other public learning environments;
 - (e) request that unit members inform students that they are required to wear masks, but shall not require unit members to enforce the mask-wearing requirement. If a student refuses to wear a mask after being informed by the unit member, the unit member has the right to dismiss the class or leave the immediate area. Student refusal to wear a mask will be treated as a student conduct violation and addressed through the code of conduct mechanisms at the university. At universities that have a health exemption for mask-wearing, students seeking such an exemption will be expected to do so through disability resources if they will be attending an in-person

class or the library and the instructor/librarians will be provided official documentation of the exemption and the health protocols that will be followed;

- (f) conduct contact tracing, which may be managed through, or in consultation with, local boards of health and/or the Massachusetts Department of Public Health;
 - (g) notify faculty when a student in their in-person class has tested positive for COVID-19, in accordance with contact tracing protocol;
 - (h) provide regular weekly updates to the campus community with information about the positive cases on campus as reported by the provider(s) they have contracted to engage this work;
 - (i) preserve the ability of faculty and librarians who have concerns about their own health, that of a family-member, or children at home and unable to attend school or childcare, to request to work remotely;
 - (j) seek to provide safe workspace for any faculty member required to work on campus when not in the classroom acknowledging that it is preferable for members to work remotely whenever possible;
 - (k) ensure ventilation in classrooms meets ASHRAE standards where practicable; and
 - (l) allow full-time faculty and librarians access to the sick leave bank called for under the Parties' collective bargaining agreement to care for parents, children, and spouses for COVID-related reasons. Access to such sick leave bank shall be governed by the relevant terms of the collective bargaining agreement.
2. At the request of the Chapter President, the President of the University shall appoint one administrator to meet biweekly with the chapter president's representative to discuss ongoing health and safety matters regarding COVID-19. No individual so appointed shall have the authority to repeal or replace any policy or procedure of any university.
 3. This Memorandum of Agreement shall terminate upon the Commonwealth entering Phase 4 of its reopening plan or at the conclusion of the Spring 2021 semester, whichever is sooner.

WHEREFORE the Parties hereto hereunder set their signs and seals as follows:

BOARD OF HIGHER EDUCATION

MASSACHUSETTS TEACHERS
ASSOCIATION/MSCA

By: _____
Michael J. Murray, Esq.
Director of Employee and Labor Relations
Date: _____

By: _____
Christopher J. O'Donnell
President, Massachusetts
State College Association
Date: _____

By: _____
Maria Hegbloom
Chair, MSCA Bargaining Team
Date: _____