

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

This MEMORANDUM OF AGREEMENT is entered into by and between the Board of Higher Education (the “Board”) and the Massachusetts State College Association DGCE/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 resulted in a transition to predominately remote instruction; and

WHEREAS, the Parties met to discuss and resolve the COVID related 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 2021 calendar year, 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 environment;
 - (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; and
 - (j) seek to provide safe workspace for any faculty member required to work on campus when between classes acknowledging that it is preferable for members to work remotely whenever possible;
 - (k) ensure ventilation in classrooms meets ASHRAE standards where practicable;
- ~~2. For the Fall 2020 instructional period only, Article IX, D(1) student evaluations shall not be completed and any student evaluation already completed for the Fall 2020 instructional period shall be expunged. The absence of student evaluations for the Fall 2020 instructional period shall have no adverse effect on a unit member's evaluation.~~
- ~~3. For the Fall 2020 instructional period only, Article IX, D(2) classroom observations shall not be completed and any classroom observation already completed for the Fall 2020 instructional period shall be expunged. The absence of a classroom observation for the Fall 2020 instructional period shall have no adverse effect on a unit member's evaluation.~~
4. For each instructional period that begins at a time when the Commonwealth has not yet entered Phase 4 of its reopening plan, Article IX, D(1) student evaluations shall not be administered for that instructional period. The absence of student evaluations for any such instructional periods shall have no adverse effect on a unit member's evaluation.
5. For each instructional period that begins at a time when the Commonwealth has not yet entered Phase 4 of its reopening plan, D(2) classroom observations shall not be conducted for that instructional period. The absence of classroom observations for any such instructional period shall have no adverse effect on a unit member's evaluation.
6. This Memorandum of Agreement shall terminate upon the Commonwealth entering Phase 4 of its reopening plan or at the conclusion of the 2021 calendar year, 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: _____