

PROPOSED 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’s/MTA/NEA Division of Graduate and Continuing Education (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, the guidance of the Centers for Disease Control (CDC), and scientific evidence for healthy and safe workplaces, all universities shall:
 - (a) have available and/or provide masks to persons who have forgotten or lost their masks or to those whose masks have been damaged;
 - (b) provide COVID-related health and safety training to all students and employees;
 - (c) continue to require that all in-person campus events be conducted in a manner that takes into consideration the health and safety of attendees while also making available Zoom or other web technologies, if practicable, to unit members and others who wish to participate remotely;
 - ~~(d) permit all department meetings, governance committee meetings, and office hours to be conducted remotely;~~
 - ~~(e)~~(d) not require unit members to clean classrooms, libraries or other public learning environments;
 - ~~(f)~~(e) in the case of a university mask mandate, request that unit members inform students that they are required to wear masks, but shall not require unit members to enforce such mask mandate. Unless a student has a documented accommodation for a mask exemption, students must wear masks in class. If a student without a mask exemption refuses to wear a mask after being informed by the unit member, the unit member has the right to dismiss that student from the class and to instruct that student to leave the immediate area. If the student continually refuses to leave the teaching area while still refusing to wear a mask, then the unit member shall have the right to dismiss the class and shall report the incident to the university’s student conduct officer. Student refusal to wear a mask shall be treated as a student conduct violation and shall be addressed through the code of conduct mechanisms at the university. Students seeking a mask exemption shall be expected to do so through the disability resources office if they will be attending an in-person class ~~or the library~~, and the instructor/~~librarians~~ shall be provided official documentation of the exemption and the health protocols that will be followed;
 - ~~(g)~~(f) conduct contact tracing, which may be managed through, or in consultation with, local boards of health;
 - ~~(h)~~(g) notify faculty when a student in their in-person class has tested positive for COVID-19, in accordance with contact tracing protocols established by local health officials;

(h) require any faculty member ~~or librarian~~ who tests positive for COVID-19, regardless of vaccine status, to isolate according to CDC guidelines. Such unit member shall be allowed to work remotely during such isolation period;

(i) post online weekly updates with information about the number of COVID-19 positive cases on campus, the percentage of students currently vaccinated, and the percentage of employees currently vaccinated;

(j) shall provide no later than seven (7) calendar days after the census date to the Chapter President a report that provides the number of vaccination exemptions currently granted for students and for employees, and the number of mask exemptions currently granted for students and for employees;

(k) take all reasonable measures to ensure ventilation in classrooms and faculty offices meets ASHRAE standards, where practicable;

(l) share with the Chapter President any and all existing air flow measurement and/or indoor air quality assessments no later than thirty (30) days after the execution of this agreement;

(m) allow full-time faculty and librarians access to the sick leave bank to care for parents, children, and spouses for COVID-related illness. Access to such sick leave bank shall be governed by the relevant terms of the collective bargaining agreement;

(n) make asymptomatic testing available not more than one (1) time per week to all unit members free of charge. If mandatory surveillance testing is conducted, unit members shall comply with such testing.

~~2. At each university a COVID-19 health and safety advisory committee shall be formed with no fewer than three (3) representatives appointed by the Chapter President and three (3) representatives appointed by the President of the University. This advisory committee shall meet no fewer than two (2) times each semester to discuss ongoing COVID-19 health and safety issues on the campus. The committee shall be informed of any substantial changes to health and safety protocols and disseminate that information to their constituencies.~~

3.2. Unless the parties convene to renew this agreement or to implement a successor agreement, this Memorandum of Agreement shall terminate June 30, 2022.

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

BOARD OF HIGHER EDUCATION

MASSACHUSETTS TEACHERS ASSOCIATION/MSCA

By: _____
Thomas Simard
Deputy Commissioner for Administration and Finance
Massachusetts Department of Higher Education
Date: _____

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

By: _____
James F. Birge
Chair, Council of Presidents
Date: _____

By: _____
Irina Seceleanu
Chair, MSCA DGCE Bargaining Team
Date: _____