

**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) not require unit members to clean classrooms, libraries or other public learning environments;
 - (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, and the instructor shall 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;
 - (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 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) take all reasonable measures to ensure ventilation in classrooms and faculty offices meets ASHRAE standards, where practicable;
 - (j) make asymptomatic testing available free of charge, from execution of this agreement until June 1, 2022, not more than one (1) time per week to all unit members who are providing in-person instruction on campus. If mandatory surveillance testing is conducted, unit members shall comply with such testing.
2. Article IX, D(1) student evaluations shall be expunged for the Fall 2020 instructional period. The absence of student evaluations for the Fall 2020 instructional period shall have no adverse effect on the unit member.
 3. Article IX, D(2) classroom observations shall be expunged for the respective Fall 2020, Winter 2021 and Spring 2021 instructional periods. The absence of a classroom observation for the Fall 2020, Winter 2021 and/or Spring 2021 instructional periods shall have no adverse effect on the unit member.
 4. 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

By: Joe Wallerstein
 Joe Wallerstein
 Assistant Commissioner, Administration and Finance
 Massachusetts Department of Higher Education
 Date: 10/27/21

By: [Signature]
 James F. Birge
 Chair, Council of Presidents
 Date: 10/27/21

MASSACHUSETTS TEACHERS ASSOCIATION/MSCA

By: Christopher J. O'Donnell
 Christopher J. O'Donnell
 President
 Massachusetts State College Association
 Date: October 26, 2021

By: [Signature]
 Irina Seceleanu
 Chair, MSCA DGCE Bargaining Team
 Date: 10/26/2021