

MEMORANDUM OF AGREEMENT

This MEMORANDUM OF AGREEMENT (“the 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, on August 26, 2021, the Parties entered into an agreement regarding a mandatory mask requirement based upon COVID-19 health and safety concerns, and an agreement for “day” bargaining unit members regarding COVID-19 vaccinations and for Division of Graduate and Continuing Education bargaining unit members on October 27, 2021; and

WHEREAS, the Parties have recognized the broader health and safety concerns of COVID-19 through a variety of agreements and the continued threats for health and safety that the pandemic brings; and

WHEREAS, the Parties continue recognize that vaccinations and masks, along with other provisions, provide some of the key measures for seeking safer and healthier campuses; and

WHEREAS, the Parties recognize that despite widespread vaccinations, disruptions to working lives and concerns about health and safety are persistent in this ongoing COVID-19 pandemic; and

WHEREAS, the Parties met to discuss the aforementioned August 26, 2021 and October 27, 2021 agreements;

NOW, THEREFORE, the Parties agree as follows:

This Agreement shall supersede or otherwise replace the agreements entered into on August 26, 2021 and October 27, 2021, regarding the State Universities’ implementation of a policy regarding mandatory mask requirements on their campuses and the vaccination agreements for bot” "day" and DGCE bargaining unit members. This Agreement shall be effective as of the full execution thereof.

1. All campus employees and students, with the exception of those who will be fully remote or who have received an exemption, are required to be fully vaccinated and to provide verification of vaccination before coming to campus. All unit members, including those hired after October, 2021, are required to have received a U. S. Food and Drug Administration (FDA) or World Health Organization (WHO) authorized COVID-19 vaccine, including a second dose if required as part of the vaccine regimen they have selected, and a booster dose as recommended by the CDC.
2. If they have not already done so, unit members shall be required to provide verification of vaccination consistent with the policy of their State University. Any changes to these policies are subject to impact bargaining negotiations. A State University may download the vaccination status of unit members from the Massachusetts Immunization Information

Database (MIIS) maintained by the Massachusetts Department of Public Health Immunization Division.

3. The Parties agree that unit members are strongly encouraged to adhere to the appropriate guidance regarding any additional COVID-19 boosters. Should circumstances change that would result in the need for any State University to implement a requirement that unit members receive additional COVID-19 boosters, such changes will be subject to impact bargaining negotiations.
4. Unit members may seek exemption from this vaccination requirement for medical or religious reasons by completing the appropriate form and providing it, together with substantiating information, to their respective State University's human resources department or the office designated by each State University. Unit members seeking exemption due to a sincerely held religious belief must attest that the COVID-19 vaccination conflicts with such religious beliefs. The State University shall require the unit member to provide a statement describing the religious belief and why receiving any COVID-19 vaccine interferes with this belief. Unit members seeking exemption from the vaccination requirement due to medical reasons shall provide an attestation from a licensed health care provider that describes the basis for the opinion that the unit member cannot safely receive any COVID-19 vaccine.
5. Members of the campus community, including students, who receive an exemption from the mandatory vaccination requirement will be expected to test weekly. To this end, the State Universities will make self-administered tests available for any exempt unit member who seeks one.
6. Members of the campus community are strongly encouraged to test at the start of the academic year and after any extended break including Thanksgiving, Winter break, Spring break, or any personal travel. State Universities will make self-administered tests available for any campus community member who seeks a test for this purpose.
7. Asymptomatic PCR testing shall be made available not less than (1) time per week to all unit members free of charge. If mandatory surveillance testing is conducted, unit members shall comply with such testing.
8. Members of the campus community who test positive for COVID-19, whether vaccinated or not, are expected to inform the University.
9. Members of the campus community are expected to quarantine, according to CDC guidance, after any positive test.
10. Unit members may choose to work remotely during the quarantine period. In such cases where a unit member tests positive for COVID-19 and must quarantine, but is unable to work remotely, they shall be entitled to leave with pay for the quarantine period.
11. Unit members who are not vaccinated or exempt from the vaccination requirement pursuant to this Agreement shall not be permitted to work and shall not be paid, except as

provided in this paragraph. Librarians may use accrued vacation time, or be placed on unpaid leave, for a period of no longer than one-half (½) year. Full-time and salaried part-time faculty members shall be placed on unpaid leave of absence for a period of no longer than one (1) semester. The employment of part-time faculty members shall be terminated. A unit member on an unpaid leave for these purposes shall not have access to the university's facilities, including their office, and shall not be permitted on campus.

12. All vaccine status and positive testing results shall be reported to and held by an office that the State University shall designate. The Parties recognize that vaccine and testing information and test results are confidential, private, and shall be shared only on a need-to-know basis according to relevant employment and public health protocols. This office, in cooperation with the University, shall provide regular updates to members and the campus community, including:
 - a. weekly updates on the number of positive COVID-19 cases reported to the office;
 - b. semester updates on the percentage of students currently vaccinated and the percentage of employees currently vaccinated each semester;
 - c. no later than seven (7) calendar days after the census date, a report to the Chapter President on 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;
 - d. notice to any faculty member when a student enrolled in one of their courses has reported a positive test result to the university. This notification shall occur within 24 hours of the University receiving this information.

13. At any time that the COVID-19 positivity rate in the local community exceeds 5% for more than a 14-day period, or whenever the COVID-19 Community Level for the county in which the University is located is identified as "high" according to the CDC, or at any point in which the Massachusetts Department of Public Health issues a recommendation for masking in public places, the State University shall have in place or institute a university-wide mask requirement. During such time, all unit members, regardless of vaccination status, shall wear a mask that complies with CDC guidelines over their mouth and nose in non-private spaces inside campus buildings, indoor facilities, university transportation, and in such other places as may be specifically designated by the State University.

14. Any decisions regarding whether to expand or retract a university-wide mask requirement, shall be made through the Health and Safety committee at each campus. The decision will be based upon the local, county, and University case numbers.

15. At each university a COVID-19 health and safety committee shall be formed with: no fewer than three (3) representatives appointed by the MSCA Chapter President; no fewer than three (3) representatives appointed by the APA Chapter President; no fewer than three (3) representatives appointed by the AFSCME Chapter President and three (3) representatives appointed by the President of the University. The committee will also

consist of up to three (3) students as determined by the Student Government Association at each campus. This committee shall meet no fewer than three (3) times each semester to discuss ongoing COVID-19 health and safety issues on the campus. The committee shall be charged with making any substantial changes to health and safety protocols on campus, including instituting, expanding, or retracting any mask mandate.

16. Any State University that does not have a university-wide mask requirement shall have in place a “mask-flexible” policy. Such a policy shall allow faculty and librarians the right to mandate mask-wearing in their classrooms, offices, and workspaces during their instructional or work period(s). The university shall provide consistent signage that the unit member may use in order to inform students and the campus community that mask-wearing is required in that space.
17. All State Universities shall have masks, including KN95 or N95 masks, available to the campus community for those who may have forgotten or lost their masks, or whose masks have been damaged. These masks shall comply with the CDC guidelines and shall be available in locations across campus including in classrooms, academic departments, and libraries.
18. Unit members seeking an exemption from a mask requirement for medical reasons shall seek accommodation through their State University’s ADA process.
19. At a State University that has in place a university-wide mask requirement, or in the case of a mask-flexible policy where a unit member requires masking in their workspace, students without a documented accommodation for a mask exemption are required to wear masks. In such a situation, unit members are expected to inform students of this requirement. If a student without a mask exemption refuses to wear a mask after being informed of this requirement by the unit member, the unit member has the right to dismiss that student from the class and/or to instruct that student to leave the immediate area. If the student continually refuses to leave while refusing to wear a mask, the unit member shall have the right to dismiss the class, or leave the area, 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 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 any in-person class or will be in the library, and the instructor/librarians shall be provided official documentation of the exemption and the health protocols that will be followed. Faculty and librarians reporting non-compliance of the mask wearing mandate will be protected from retaliation of any kind.
20. The Association agrees that when a State University has in place or institutes a university-wide mask requirement, the State University, following a review, will progressively impose discipline upon a unit member who has not received an exemption from a mask requirement and who refuses to comply with the mask requirement in place.

- For a first violation of a State University’s policy, following a review and determination of non-compliance, an oral warning will be imposed by the Provost or their designee in consultation with Human Resources.
- For a second violation of a State University’s policy, following a review and determination of non-compliance, a written warning through the issuance of Official Personnel Correspondence will be imposed by the Provost or their designee in consultation with Human Resources.
- For a third violation of a State University’s policy, following a review and determination of non-compliance, a one-day suspension without pay through the issuance of Official Personnel Correspondence will be imposed by the Provost or their designee in consultation with Human Resources.
- For a fourth violation of a State University’s policy, following a review and determination of non-compliance, a two-day suspension without pay through the issuance of Official Personnel Correspondence will be imposed by the Provost or their designee in consultation with Human Resources.
- For additional violations of a State University’s policy, following a review and determination of any non-compliance, the unit member will be subject to further discipline.
- A State University shall notify a member of any allegation of a violation of the State University’s policy that has been raised against them.

21. At all universities, clear, visible, and consistent messaging about these policies shall be provided to the campus community, including to students. Specifically, students shall be informed via email and through campus signage of:

- a. the availability of self-administered tests and the expectation that they will utilize these after any break or personal travel before returning to campus;
- b. the expectation that any positive COVID-19 test results will be reported to the university and clear instructions of how to report these results;
- c. the expectation that students will follow any required quarantine following a positive COVID-19 test result and information on seeking accommodations for coursework during a quarantine period;
- d. information on the rights of faculty and librarians to require masking in their workspaces and the expectation that students will be expected to comply with such measures, including information about consequences should students refuse

22. Recognizing the continued and significant risks to certain members of the community, even with vaccinations and masking, unit members considered at high risk for death or severe disease according to the CDC, or who may reside with someone considered at high risk for death or severe disease, may request to work remotely. As long as documentation is provided, no such request shall be denied. Requests shall be reviewed each semester.

23. When practicable, all universities shall provide hybrid options for in-person campus events to encourage expanded participation for those in the campus community who may be unable to attend in person and who would like to participate remotely.
24. Department meetings and governance committee meetings will be allowed to be conducted remotely at the discretion of its members. Hybrid options shall be made available for those unable to participate in-person. Office hours will be allowed to be conducted remotely. Faculty will be available to meet face-to-face with any advisee or student who requests such a meeting.
25. All universities shall ensure ventilation in classrooms, the library, and faculty/librarian offices meet ASHRAE standards. All universities shall conduct air flow measurements and indoor air quality assessments, including carbon dioxide measurements when rooms are fully occupied and air exchanges per hour in each room, no later than thirty (30) days after the execution of this agreement. The indoor air quality data and the MERV rating for filters used in ventilation systems, shall be presented to the Chapter President no later than seven (7) days after the administration has received this information. If any classroom, office, or library spaces fail to meet ASHRAE standards, a reasonable remediation plan and timeline shall be created to address how the administration will bring the space into compliance.
26. This Agreement shall only be modified by subsequent agreement in writing. The Parties agree to meet prior to August 31, 2023 to reconsider this Agreement in light of any changes in the COVID-19 pandemic.