

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” and “MSCA”) (collectively, the “Parties”).

WHEREAS, on August 26, 2021, the Parties entered into an agreement regarding a mandatory mask-wearing requirement for both “day” MSCA bargaining unit members and for the Division of Graduate and Continuing Education (“DGCE”) MSCA bargaining unit members based upon COVID-19 health and safety concerns;

WHEREAS, on August 26, 2021, the Parties entered into an agreement regarding COVID-19 vaccinations for “day” MSCA bargaining unit members and, on October 27, 2021, for DGCE MSCA bargaining unit members; 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-wearing requirements on their campuses and the vaccination agreements for both “day” and DGCE MSCA 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 MSCA bargaining 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.~~

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2. If they have not already done so, MSCA unit members shall be required to provide verification and/or an attestation 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 MSCA unit members from the Massachusetts Immunization Information Database (MIIS) maintained by the Massachusetts Department of Public Health Immunization Division.

3. The Parties agree that MSCA 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 MSCA unit members receive additional COVID-19 boosters, such changes will be subject to impact bargaining negotiations. In the event that the CDC recommends an additional COVID-19 vaccine/booster for the general population, either party can reopen this agreement for further negotiations.~~

4. MSCA 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. MSCA 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 MSCA unit member to provide a statement describing the religious belief and why receiving any COVID-19 vaccine interferes with this belief. MSCA 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 MSCA unit member cannot safely receive any COVID-19 vaccine.

5. ~~MSCA unit members who receive an exemption~~ 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 MSCA unit member who seeks one.

6. ~~MSCA unit members~~ 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, ~~and~~ Spring break, ~~and any international travel or interregional travel outside of the Northeast. travel or any personal travel.~~ State Universities will make self-administered tests available for ~~MSCA unit members~~ any campus community member who seeks a test for this purpose.

7. ~~During the fall 2022 semester, three a~~ Asymptomatic PCR testing- PCR or rapid antigen tests shall be made available ~~not more less than (1) time per each~~ week to all unit members free of charge. ~~The type of testing made available is at the discretion of each State University.~~ If mandatory surveillance testing is conducted, unit members shall comply with such testing.

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8. ~~MSCA unit members~~ ~~members of the campus community~~ who test positive for COVID-19, whether vaccinated or not, ~~are expected to inform the University~~ should follow standard call in procedures and work with Human Resources regarding their leave options and their return to campus.

9. ~~MSCA unit m~~Members ~~of the campus community~~ are expected to isolate or quarantine~~quarantine~~, according to CDC guidance, after any exposure or positive test.

10. ~~MSCA u~~Unit members who are exposed or test positive may choose to work remotely during any CDC recommended quarantine or the isolation~~quarantine~~ period if they are able to do so. MSCA unit members shall notify their department chair or library director of their intention to work remotely during an isolation or quarantine period. Work performed remotely during an isolation period must be in coordination with the MSCA unit member's department chair and dean. In such cases where a MSCA unit member is exposed or tests positive for COVID-19 and must isolate or quarantine~~quarantine~~, but is unable to work remotely, they shall be entitled to use accrued leave during with pay for the isolation/quarantine~~quarantine~~ period. ~~Any positive exposure or positive case of COVID-19 will be assumed to have been contracted during their regular performance of duty. contracted from the University.~~

11. ~~MSCA u~~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 (1/2) year.¹ 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 MSCA 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 individual 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:

¹ MSCA unit members who exhausted the leave provided for in the August 26, 2021 COVID vaccination agreement between the Parties shall not be afforded additional leave. The total amount of leave due to an MSCA unit member's failure to be vaccinated, absent an exemption, shall not exceed one-half (1/2) a year in total for librarians and no longer than one (1) semester for faculty.

~~a.~~ a. weekly updates on the number of reported cases of positive COVID-19 to the cases reported to the office;

- ~~b.~~ b. semester updates on the percentage of students currently vaccinated and the percentage of employees currently vaccinated each semester;
- ~~c.~~ 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;
- ~~b.~~ b. notice to any faculty member when a student enrolled in one of their courses has self-reported a positive test result to the university. No identifying information about the student will be given. This notification shall occur within 24 hours of the University receiving this information.

~~13.~~ 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 A State University shall retain sole discretion to keep in place, implement, expand or restrict a mask wearing requirement. All Universities shall will have in place a mandatory mask requirement mandate for private offices, personal workspaces, classrooms, instructional spaces, and the library. Members may "opt-out" of having requiring masks in their individual courses, private offices, or personal workspaces. or section wear masks. In the ease wear a MSCA member opts out of the mandate, masks will not be required in their personal space or classrooms. Masks will continue to be mandatory in the working areas of MSCA members who do not choose to opt out of the mandate.~~

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~~14.~~ 14. ~~Whenever a State University implements shall have in place or institute a university-wide mask-wearing requirement. During such time, all MSCA 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. Prior to implementing, expanding and/or retracting a mask-wearing requirement, the President of the State University shall provide five (5) days' notice of such change in a public meeting to MSCA unit members and the Association.~~

~~14.~~ 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.~~ 15. At each State University a COVID-19 health and safety advisory committee shall be formed with: no fewer than three (3) representatives appointed by the MSCA Chapter

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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. Additionally, it is recommended that representation from APA, AFSCME, and students be included on the committee as well. ~~This advisory committee e-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 ~~two~~three (23) times each semester to discuss ongoing COVID-19 health and safety issues on the campus. The committee shall be informed of any anticipated, substantial changes to health and safety protocols and shall have a chance to provide feedback and recommendations before these changes are shared with the campus community. disseminate that information to their constituencies. ~~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-wearing requirement in place shall have in place a “mask-flexible” policy. Such a policy shall allow faculty and librarians the right to request mandate mask-wearing by other individuals in their university assigned individual classrooms, office spaces, and workspaces during their instructional or work period(s). A university assigned individual office space shall not include a lab, common area, classroom or shared space. 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 KN 94, KN95 or better or N95 masks, available ~~for MSCA unit members who 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. MSCA uUnit members seeking an exemption from a mask-wearing 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-wearing 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, MSCA unit membersIn the case of a situation where a student without a documented accommodation for a mask exemption refuses to where a mask in a classroom, instructional space, or library, the MSCA unit member is are expected to inform the student ~~students of this~~ requirement. If a the student ~~without a mask exemption~~ refuses to wear a mask after being informed of this requirement by the MSCA unit member, the MSCA unit member has the right to dismiss that student from the class and/or to instruct that student to leave the immediate area, with the exception of a student who has a documented accommodation for a mask exemption. If the student continually refuses to leave while refusing to wear a mask, the MSCA 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 wearing requirement, the State University, following a review, will progressively impose discipline upon a MSCA unit member who has not received an exemption from a mask wearing requirement and who refuses to comply with the mask wearing 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 MSCA 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. ~~The At all universities are committed to ensuring that students and employees are aware of university COVID policy and protocol. Specifically, the universities shall inform employees and students through the State University's designated email system or other digital platforms of the following: -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:~~

- ~~d.— the availability of self-administered tests and the expectation that they will utilize these after any break or personal travel before returning to campus;~~

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- e.a. the expectation that any positive COVID-19 test results will be reported to the university and clear instructions of how to report these results;
- f.b. the expectation that ~~the campus community students~~ will follow ~~any required CDC quarantine following isolation or quarantine recommendations following~~ a positive COVID-19 test result ~~or exposure~~ and information ~~for students~~ on seeking accommodations for coursework during a ~~isolation or quarantine quarantine~~ period;
- g.c. information on the ~~mask mandate in classrooms, instructional spaces, including the library, private and personal office spaces~~ ~~rights of faculty and librarians to require~~ ~~fire masking in their university assigned private, personal office space workspaces~~ and the expectation that students will be expected to comply with ~~the mandates such measures~~, including information about consequences should students refuse

~~22. A MSCA unit member's request for a reasonable accommodation(s), beyond receiving a medical exemption to the vaccination requirement, shall be addressed through a State University's designated ADA process.~~ 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 shall offer a remote or hybrid option at the request of any member.~~ 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 take reasonable measures to ensure ventilation in classrooms, the library, and faculty/librarian offices meet ASHRAE standards, where practicable. All universities will inform the Chapter president as to which buildings have MERV 13 filters in the ventilation systems by the beginning of the Fall semester. 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 ~~terminate on~~ only be modified by subsequent agreement in writing. The Parties agree to meet prior to ~~August~~June 30, 2023 to reconsider this Agreement in light of any changes in the COVID-19 pandemic.