

MEMORANDUM OF AGREEMENT
BETWEEN
THE BOARD OF HIGHER EDUCATION
AND THE
ASSOCIATION OF PROFESSIONAL ADMINISTRATORS/MTA/NEA
November 17, 2020

This MEMORANDUM OF AGREEMENT is entered into by and between the Board of Higher Education (the “Board”) and the Association of Professional Administrators /MTA/NEA (the “Association”) (collectively, the “Parties”).

WHEREAS, the Parties recognize that the global coronavirus pandemic has led to unprecedented health and safety concerns;

WHEREAS, the Parties met to discuss and resolve the COVID related health and safety concerns of the Association;

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 Reopening Massachusetts Plan is in Phase 4 or June 30, 2021, 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, in addition employees may request heightened PPE (such as face coverings, face shields, gowns), if their job duties require such equipment in accordance with state or federal guidance or regulation.
 - (b) provide COVID-related health and safety training to all students and employees;
 - (c) take measures to ensure appropriate physical distancing requirements are implemented in all buildings;
 - (d) not require unit members whose regular duties do not include cleaning or maintaining university spaces, facilities, or equipment to involuntarily perform additional cleaning duties as a result of the pandemic (including but not limited to studio/lab spaces, athletic facilities, and residential facilities). For members’ personal workspaces, the University will make available appropriate cleaning supplies;
 - (e) request that unit members inform students and office visitors that they are required to wear a face covering (as defined by the CDC), but shall not require unit members

to enforce the requirement unless the unit member is addressing a subordinate or exercising the authority of their position. If a student or visitor refuses to wear a face covering after being informed of the face-covering policy by the unit member, the unit member shall instruct the student or visitor to leave the member's work area. If the student or visitor refuses to comply, the unit member shall inform supervisor and appropriate university personnel and remove themselves to a safe distance from the student or visitor. Student refusal to wear a mask will be treated as a student conduct violation and be addressed through the code of conduct mechanisms at the university. Any individuals seeking an exemption, as described in CDC Guidelines, from wearing a face covering will be expected to do so through Human Resources, or the appropriate student services office in order to utilize university facilities and services. Unit members will not be required to work in-person with an individual that has been granted an exemption from the requirement to utilize a face covering;

- (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 unit members, or have the local board of health do so, when the unit member has been in contact with a person who has tested positive for COVID-19, in accordance with contact tracing protocol;
- (h) provide regular weekly updates to the campus community through the University's existing notification processes (e-mail, website postings or dashboards) about the positive cases on campus as reported by the provider(s) they have contracted to perform this work;
- (i) permit unit members who have concerns about their own health, or that of a family member to request to work remotely;
- (j) limit administrators' contact with other individuals through practices including, but not limited to, staggered work schedules and remote work, as authorized by the University. The Universities will seek to provide a safe workspace for any unit member required to work on campus, and promptly address requests from unit members to engage in a remote work arrangement in accordance with university policy. Nothing in this paragraph shall be deemed to supplant, amend or repeal the safety procedures and provisions in the collective bargaining agreement;
- (k) ensure ventilation in workspaces meets ASHRAE standards where practicable; and,
- (l) allow full-time unit members access to the sick leave bank described in the Parties' collective bargaining agreement because of their quarantine or diagnosed illness from the COVID-19 virus or to care for parents, children, and spouses quarantined or diagnosed with the COVID-19 virus. Access to such sick leave bank shall be governed by the relevant terms of the collective bargaining agreement.

2. At the request of the Chapter President, the President of the University shall appoint one administrator to meet biweekly with the chapter president's representative to discuss ongoing health and safety matters regarding COVID-19. No individual so appointed shall have the authority to repeal or replace any policy or procedure of any university.

3. This Memorandum of Agreement shall terminate upon the Commonwealth entering Phase 4 of its reopening plan or on June 30, 2021, whichever is sooner provided, however, reversion to an earlier phase of the Reopening Massachusetts Plan triggers the provisions of this agreement through this agreement's conclusion.

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: _____
Sherry Horeanopoulos
President, Association of Professional
Administrators
Date: _____

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

