

**COVID-19 Memoranda of Understanding
between the
Albuquerque Public Schools
and the
Albuquerque Teachers Federation**

- A. General Provisions for the Safe Return to In-Person Schooling
1. APS and ATF agree that the District will operate pursuant to parties' negotiated school calendar; however, the District will initially begin operating in the remote learning model.
 2. Given the uncertainties created by the COVID-19 pandemic, the parties' have a mutual interest in providing adequate training to achieve high proficiency for remote learning, as well as necessary safety training for in-person class work.
 - a. Prior to the resumption of classroom instruction, the District shall train all employees on:
 - 1.) Local and state rules regarding health and safety procedures such as the appropriate use of PPE and what to do if a student or staff member is exhibiting symptoms.
 - 2.) How to use any online instruction and learning tools employed.
 - a.) All such training shall be within the district-directed professional development time as defined in Appendix J.1. MOU for the 2020-2021 Professional Development Days and Teacher Preparation Day or paid at each individual's appropriate rate.
 - b.) Any bargaining unit members who are assigned additional duties necessary to assist COVID-19 monitoring shall receive appropriate training prior to performing such tasks.
- B. Terms and conditions of employment for August 5, 2020 until the start of the hybrid learning model.
1. Members of the ATF bargaining unit will begin work on Wednesday, August 5th.
 - a. All meetings will be held virtually.
 - b. While working during the remote learning model, educators will be able to work from home or at the school site to perform the essential functions of their job.
 - 1.) Employees will notify their immediate supervisor by completing the "APS HR Work from Home" notification form.
 - 2.) Employees will be responsible for arranging their classroom/work environment for social distancing prior to the hybrid model, collect their instructional materials, and other essential teaching and learning tools as provided at each site. This will necessitate some time on site.
 - 3.) Employees will be accessible during their duty day.
 - c. Employees reporting to work at a school site will be provided appropriate PPE by the District and will, to the best of their ability, work in an isolated workspace.

2. Systems that support remote and hybrid learning will be developed at each site through the Instructional Council and in collaboration with all staff.
 - a. All staff will assist in the development of school systems that support remote and hybrid learning.
 - 1.) Any staff member may volunteer to work on site to aide in the development of hybrid systems.
 - 2.) While working on site all staff will abide by the maximum number of people allowed to congregate as defined by the current statewide public health orders.
 - b. Site-based systems may include, but not be limited to, the following:
 - 1.) Create virtual home visits in order to establish a relationship with students and their guardians/parents.
 - 2.) Assess what supports the students/families need in order to successfully engage in online learning.
 - 3.) Distribute technology and establish in-home broadband hot spots for all families and staff.
 - 4.) Develop additional expertise in online learning.
 - 5.) Collaborate with peers to develop engaging age-appropriate online learning lesson plans.
 - 6.) Coordinate with fellow educators who share students in the same family to establish workable schedules for online learning.
 - 7.) Work with site administrators to ensure students have an appropriate schedule that takes into consideration the complexity of High School and Middle School course needs and that purposefully includes an advisory period that supports each student's social emotional learning.
 - 8.) Work with community partners to assess the day-care needs of every family.
 - 9.) Rearrange classrooms or workspaces to ensure social distancing is possible.
 - 10.) Develop school-based plans serving lunches, accessing specials, etc.
 - 11.) Distribution and storage of appropriate PPE for all staff and every student.
 - 12.) Develop plans for checking in with students during online learning who haven't participated, and during the hybrid model, with students who are on the off week.

C. Covid 19 High Risk Accommodations

1. ADA Accommodations Related to COVID-19
 - a. During the duration of the Public Health Emergency, educators who are considered to be in a high-risk group, as defined by CDC guidelines, and who wish to discuss an accommodation should contact the Albuquerque Public Schools (APS) ADA Office at 505-830-8463 or via email at Kelly.marvin@aps.edu.
 - b. The ADA Office will facilitate the interactive process of accommodation for each employee who contacts them regarding their need to explore reasonable accommodations.
2. Employees who do not qualify for an ADA accommodation and are a high risk employee, or live with someone who is high risk, as defined by CDC guidelines, may fill out the APS COVID19 request for a remote work assignment.

- a. High risk categories include:
 - 1.) Older Adults
 - 2.) People with a high risk underlying medical condition, or those who live with a person who has an underlying medical condition. These medical conditions include:
 - a.) Cancer
 - b.) Chronic kidney disease
 - c.) COPD (chronic obstructive pulmonary disease)
 - d.) Immunocompromised state (weakened immune system) from solid organ transplant
 - e.) Obesity (body mass index [BMI] of 30 or higher)
 - f.) Serious heart conditions, such as heart failure, coronary artery disease, or cardiomyopathies
 - g.) Sickle cell disease
 - h.) Asthma (moderate-to-severe)
 - i.) Cerebrovascular disease (affects blood vessels and blood supply to the brain)
 - j.) Cystic fibrosis
 - k.) Hypertension or high blood pressure
 - l.) Immunocompromised state (weakened immune system) from blood or bone marrow transplant, immune deficiencies, HIV, use of corticosteroids, or use of other immune weakening medicines
 - m.) Neurologic conditions, such as dementia
 - n.) Liver disease
 - o.) Pregnancy
 - p.) Pulmonary fibrosis (having damaged or scarred lung tissues)
 - q.) Smoking
 - r.) Thalassemia (a type of blood disorder)
 - s.) Type 1 diabetes mellitus
 - 3. Employees will notify their immediate supervisor of such an accommodation.
- D. The parties agree that the District may delay hybrid learning beyond September 8, 2020, if the parties determine that on-site education cannot be conducted safely.
- 1.) Upon the announcement from the New Mexico Department of Health that in-person schooling is safe for staff and students, the parties will meet to mutually agree upon the start date to begin the hybrid model.
 - 2.) The parties will confirm that APS meets all the safety guidelines as provided by the CDC including but not limited to HVAC, handwashing stations, face masks, soap, paper towels, no-touch trash cans, tissues, disinfectant wipes.
 - 3.) The parties will confirm that plans for how to quickly address schools when outbreaks occur are created and distributed to all employees.

E. Personal Protective Equipment (PPE)

1. All bargaining unit members shall receive appropriate PPE, which shall, at a minimum, include:
 - a. adequate protective gloves and gowns for nurses, pre-k teachers, and certain special education teachers
 - b. adequate and sufficient supplies of masks and, if requested, face shields to insure appropriate prevention of exposure
 - c. soap & sanitizer
 - d. paper towels
2. If upon arrival at the work site an employee discovers the above PPE has not been provided by the district, the employee shall have the right to work remotely until it has been provided.
 - a. The employee shall notify their immediate supervisor before beginning any remote work.
 - b. School administration shall affirm and notify the employee when all above mentioned PPE has been provided.
 - c. The employee will return to work on their next scheduled workday and confirm all PPE has been provided before beginning work.

F. Duty Day Expansion

1. All extensions of the duty day, any loss of a daily 30-minute duty free lunch, and training and/or professional development outside of the duty day shall be compensated at each individual employee's hourly rate of pay in no less than 15-minute increments.
2. This includes time needed for daily screenings upon entering school site.

G. Duties and Expectations during Hybrid Schooling Model

1. While operating in the hybrid schooling model, no more than 2 hours may be scheduled on the day students are not in school for required professional development. Professional Development will be based on the needs and interests of the staff as identified by the Instructional Council.
2. All remaining time on days students are not in school will be for planning and preparation as defined in Article 5.E., "free from specific duty assignments."

H. Missing Work Due to COVID-19


1. Any bargaining unit member who misses work because they are subject to quarantine as a result of exposure to COVID-19, or a positive test, shall receive applicable Family First Cares Act leave.
2. After Family First Cares Act leave is exhausted, employees can utilize sick leave and concurrently apply for FMLA.

Changes to Article 29, HEALTH AND SAFETY

Suggested additions to the current article are underlined.

- A. The District agrees to continue to provide conditions for work that are healthy and safe. In furtherance of this, the District agrees to continue to provide working conditions which are in conformance with applicable rules and regulations.
- B. The parties agree that all teachers and administrators shall observe all health and safety rules.
- C. Employees shall not be required to perform duties which would endanger their health, safety, or well-being, nor will employees be required to work under unsafe and/or hazardous conditions, as determined by the New Mexico Department of Health and/or New Mexico Department of Occupational Safety and Health.
1. Teacher complaints of unsafe or unhealthy conditions shall be reported to their immediate supervisor, who shall notify the appropriate district level supervisor within 24 hours of the needed support to resolve the issue.
 - a. Before a grievance may be filed, the District's ~~Loss Control Manager~~ shall have ten (10) duty days from the day the ~~principal~~ supervisor was informed to act on the complaint. The timeline for the filing of a grievance shall commence at the conclusion of the ~~Loss Control Manager's~~ district's ten (10) day period for action.
 - b. All educators shall be provided a safe, healthy and appropriate alternative workspace while the complaint is being addressed.
 - 1.) The district and/or the immediate supervisor shall notify the employee when they may return to their assigned workspace.
- D. The parties agree that there shall be a health and safety committee in each school. Composition of the committee shall be determined by the principal and ~~faculty~~ staff. Said committee shall:
1. Make a reasonable effort to become knowledgeable in health and safety rules and regulations;
 2. Meet and discuss working conditions with respect to health and safety; and
 3. Make recommendations to appropriate parties.


Albuquerque Public Schools
Date 07/22/2020


Albuquerque Teachers Federation
Date July 22, 2020