

**Hybrid Memoranda of Understanding
Between the Albuquerque Public Schools and the Albuquerque Teachers Federation**

For Mutual release on October 21st at 3:00 (tentative)

- 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, state and federal agencies rules regarding health and safety procedures such as the appropriate use of PPE, cleaning, disinfecting practices 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. The district shall ensure classroom occupancy rates comply with the prevailing Public Health Order orders and will ensure compliance with public health physical distancing guidelines.
1. These established room capacities shall be clearly posted and adhered to at all times.
- C. Terms and conditions of employment for August 5, 2020 through 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. Staff meetings may be held simultaneously in-person at open school sites during the hybrid model providing there is strict adherence with current public health order for mass gatherings.
 2. Work during the Remote Learning Model
 - a. 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.
 - b. 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.

3. 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 hotspots 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.
 - 10.) Develop school-based plans serving lunches, accessing specials, etc.
 - 11.) Distribution and storage of appropriate PPE for all staff and every student in need.
 - 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.

D. Staffing during the Hybrid Learning Model

1. The District and Federation agree that just as in pre-pandemic times, enrollment largely will drive the number of Full Time Equivalency (FTE) allocated at each school.
2. The district will strive to provide the choice of a remote work assignment to the highest possible number of requesting employees following the process delineated in section E below.
 - a. The district will not create online teaching positions that do not have students attached to them, just as a position could not be created at a school (pre-pandemic) without the needed enrollment.
3. In order to accommodate employees who are also parents of APS students that are able and willing to physically work on site, these students will be given priority when enrolling for in person learning opportunities.

E. Hybrid Learning Model Work from Home Accommodations

1. Employees will return to in person work unless approved for a remote work assignment through the below processes.
 - a. Those employees requesting to remain in remote learning must place their request by completing the "Request for Remote Work Assignment Form" no later than November 13th.

<https://www.aps.edu/risk-management/americans-with-disabilities-act-ada/request-for-remote-work-assignment>.

2. Employees who have submitted a request for a remote work assignment will continue to work remotely until the remote work request has been fully processed even if the hybrid model has started.
 - a. School administration will arrange class supervision of students in classrooms until such time.
3. Work at home approval will be based on the following in order of priority list below:
 - a. ADA Accommodation
 - b. Employees in a high-risk category based on the list in number E.9. (below).
 - c. Those living with a person in a high-risk category based on the list in number E. 9. (below).
 - d. In the event that the number of students continuing with remote learning outnumber the staff who are approved to work from home, applications from volunteers will be processed on a first come first serve basis until there are no remote work assignments available.
4. The district's ability to grant remote work assignments will be dependent on the number of remote positions available based on student need for online instruction.
 - 1.) Teachers may be assigned to remote work assignment outside of their current licensure to fulfill a remote work accommodation.
 - a.) NMPED has issued guidance on applying for waivers to allow teachers to teach outside their current license.
5. ADA accommodation requests may be placed using the following link:
<https://www.aps.edu/risk-management/americans-with-disabilities-act-ada/americans-with-disabilities-act-employee-request-for-accommodation> or by calling the District's ADA Coordinator at 505-855-9852.
6. All employees approved for remote work assignments will follow the expectations established in their Job Description and section C.2 above.
7. Staff working in-person during Hybrid may request the ability to bring their own children to work when necessary.
 - a. Approval of such a request at the discretion of the site supervisor.
 - b. Children must be of school age.
 - c. Disruption of instruction may lead to the revocation of permission.
8. Post pandemic, staff that accepted remote work assignments will be given priority to return to their original assignment.
9. High risk categories include:
 - a. Older Adults
 - b. 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:
 - 1.) Cancer
 - 2.) Chronic kidney disease
 - 3.) COPD (chronic obstructive pulmonary disease)
 - 4.) Obesity (body mass index [BMI] of 30 or higher)
 - 5.) Serious heart conditions, such as heart failure, coronary artery disease, or cardiomyopathies
 - 6.) Sickle cell disease
 - 7.) Asthma (moderate-to-severe)
 - 8.) Cerebrovascular disease (affects blood vessels and blood supply to the brain)
 - 9.) Cystic fibrosis

- 10.)Hypertension or high blood pressure
- 11.)Immunocompromised state (weakened immune system) from blood or bone marrow transplant, solid organ transplant, immune deficiencies, HIV , use of corticosteroids, or use of other immune weakening medicines
- 12.)Neurologic conditions, such as dementia
- 13.)Liver disease
- 14.)Pregnancy
- 15.)Pulmonary fibrosis (having damaged or scarred lung tissues)
- 16.)Smoking
- 17.)Thalassemia (a type of blood disorder)
- 18.)Type 1 diabetes mellitus
- 19.)Type 2 diabetes mellitus

10. Employees will notify their immediate supervisor of such an accommodation.

F. The parties agree that the District may delay hybrid learning beyond January 4, 2021 , 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, respirators, soap, paper towels, no-touch trash cans, tissues, cleaning solutions and 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.

G. Personal Protective Equipment (PPE)

- 1. All bargaining unit members shall receive appropriate PPE, which shall, at a minimum, include:
 - a. adequate protective gloves, N95 respirators or CDC equivalent, and gowns for nurses, isolation room staff, pre-k teachers, certain special education teachers and employees whose risk of exposure is increased.
 - b. adequate and sufficient supply of masks and, if requested, face shields to ensure appropriate prevention of exposure
 - c. soap, sanitizer & disinfectant.
 - 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 then return to work on their next scheduled workday and confirm all PPE has been provided before beginning work.

H. 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 possible daily screenings upon entering school site.

I. 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."

J. 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.