

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

March 2021

For mutual release by APS and ATF on March 17, 2021 at 4:30 pm

(A jointly created FAQ for principals and staff will be distributed March 19th)

- A. General Provisions for the Safe Return to In-Person Schooling
1. All educators in the ATF bargaining unit will report for in-person work on Monday, March 29th except for those covered under D.1.
 2. Staff working in-person may request the ability to bring their own children to work for the week of March 29th through April 1st.
 - a. Approval of such a request will be 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.
 3. All educators in the ATF bargaining unit may plan for one full day of asynchronous learning, or two half days of asynchronous learning, during the week of March 29th through April 1st to prepare for in-person learning.
 - a. Schedule arrangements and asynchronous time will be utilized at each work site in order to provide time to prepare.
 - b. Employees will be responsible for arranging their classroom/work environment prior to beginning work with students on April 5th.
 4. Employees reporting to work at a school site will be provided appropriate Personal Protective Equipment (PPE) by the District as defined in section E of this agreement.
 5. Prior to the resumption of in-person classroom instruction, the District shall provide all employees with local, state and federal agencies rules regarding health and safety procedures, including but not limited to, the appropriate use of PPE, cleaning, disinfecting practices and what to do if a student or staff member is exhibiting symptoms.
 - a. The district shall provide ATF the established and written protocol on inspecting, repairing and providing maintenance on ventilation systems within all school facilities as per the NM PED toolkit.
 - (1) 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.
 - (2) The parties will confirm and distribute plans to all employees for how to quickly address schools when outbreaks occur.
 6. Indoor air quality guidance and requirements are still in effect and must be met by all schools.
 - a. APS shall supply portable in-room HEPA air purification units for all workspaces that do not have operable windows, outside doors, MERV 9 or above, MERV 13 when possible, or operable dampers.
 7. Any bargaining unit members who are assigned additional duties which are outside the

member's usual and customary duties, yet necessary to assist with COVID-19 related procedures or protocols, shall receive appropriate training and PPE prior to performing such tasks.

8. 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.

B. In-person learning guidelines

1. To the best of their ability, educators will ensure that both students in the classroom and in the remote setting are receiving equivalent instruction.
 - a. This may involve instructional models with concurrent instruction or station rotation models.
 - b. Training on several models will be available.
2. Since school closures due to multiple COVID cases remain a possibility according to the current DOH guidelines, it is recommended that teachers continue to make instructional content available in an online environment.
3. Social distancing guidelines of at least 6 feet, if possible and where feasible, will be followed.
4. A mask is required on all persons on a school campus fully covering both their nose and mouth.
 - a. This requirement will be enforced.
 - b. Administration will ensure that support is provided if needed as per Article 21 of the ATF/APS Negotiated Agreement.
5. The district will provide needed supplies such as extension cords, power strips, ear buds, etc.
6. Holding instruction in outside areas is permissible.
7. Papers and shared texts
 - a. As per the PED guidance, surface transmission of COVID-19 is not thought to be a main driver of transmission, but it can still occur. Previous studies have found that the virus was detectable on paper for 3 hours.
 - (1) As a precaution against transmitting the COVID-19 virus through shared texts, students should wash and/or sanitize their hands before and after using shared texts.
 - (2) As a precaution against transmitting the COVID-19 virus through shared papers, schools may consider having students submit papers directly into a receptacle, where the papers would sit for 3 hours before being touched.
8. High schools will revert to the traditional schedule, 7:25-2:25 bell schedule, allowing for two lunches and allowing for students who are co-enrolled at other schools.
9. Staff meetings will be held simultaneously in-person and streamed virtually at open school sites providing there is strict adherence with current public health orders for mass gatherings.
 - a. Educators who continue to work from home will continue to perform the essential functions of their job.
 - b. Employees will be accessible during their duty day.

C. Cameras in the Classroom

1. Purpose.
 - a. The Use of Video Cameras in any classroom setting is for the exclusive purpose of assisting the District in accomplishing remote learning as defined by the New Mexico Public Education Department (PED).
2. Allowable use.
 - a. The District agrees that it shall use video cameras only for class instruction during the time frame in which remote or hybrid learning is mandated by the PED under the current health order.
 - b. Cameras shall be provided by the District, and educators shall be properly trained on their use. The teacher shall have exclusive control and operation of the camera. The camera shall be a portable camera that connects directly and only to the teacher's computer. Recording function on laptop will be used until separate cameras are given to teachers.
 - c. The District, nor any of its administrators, shall not have the ability to monitor the camera feed without the educator's knowledge. During virtual class walkthroughs the administrator will announce their presence to the class as they would in a physical classroom.
 - d. Recordings shall be made by teachers only, for students who are absent from a class and need to make up the work or access the recording when they are able to get online.
 - (1) These recordings can be made from a live class session or from a comprehensive video made separate from live class sessions by the teacher, based on the same instructional content, later in the school day.
 - (2) No one other than the teacher shall make or keep a copy of the recording.
 - (3) The recordings may be removed by the teacher no earlier than 1 week after they are posted, or for the length of time the teacher decides a student needs them.
 - e. Video recording shall be used for instructional purposes and not for supervisory purposes.
 - f. After the public health emergency, and related orders from the State of New Mexico are ended, all cameras will be returned to the tech department unless the teacher wishes to use them in their instruction.

D. High-risk staff

1. As per PED guidance high-risk staff according to subsection 2 below will maintain automatic accommodations from in-person work assignments for two weeks following the date on which a final vaccine was made available to them.
 - a. Employees who are, or might be, at risk for severe illness as defined by the CDC, and who are unable to receive the vaccine because of the risk of serious allergic reaction or the presences of other medical condition(s) that prevent them from receiving the vaccine, shall provide appropriate supporting written documentation from a medical services provider to the Superintendent or designee, and shall be allowed to continue to work remotely; or, if their duties cannot be performed remotely, may be assigned alternate duties away from students.
 - (1) This privilege shall not apply in cases in which the employee elects to not receive the vaccine despite being eligible for vaccination.

- b. At that time, the staff member and the school or district will engage in a discussion about whether and to what extent further accommodations are appropriate.
 - c. School administration will arrange supervision of students in classrooms until such time.
2. High risk categories include:
- (1) Older Adults (65 years of age and above)
 - (2) People with a high risk underlying medical condition. These medical conditions include:
 - (a) Cancer
 - (b) Chronic kidney disease
 - (c) COPD (chronic obstructive pulmonary disease)
 - (d) Obesity (body mass index [BMI] of 30 or higher)
 - (e) Serious heart conditions, such as heart failure, coronary artery disease, or cardiomyopathies
 - (f) Sickle cell disease
 - (g) Asthma (moderate-to-severe)
 - (h) Cerebrovascular disease (affects blood vessels and blood supply to the brain)
 - (i) Cystic fibrosis
 - (j) Hypertension or high blood pressure
 - (k) 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
 - (l) Neurologic conditions, such as dementia
 - (m) Liver disease
 - (n) Pregnancy
 - (o) Pulmonary fibrosis (having damaged or scarred lung tissues)
 - (p) Smoking
 - (q) Thalassemia (a type of blood disorder)
 - (r) Type 1 diabetes mellitus
 - (s) Type 2 diabetes mellitus
3. ADA and CDC High Risk accommodations and inquiries can be placed with the Risk Management Office at: <https://www.aps.edu/risk-management/americans-with-disabilities-act-ada>

E. Personal Protective Equipment (PPE)

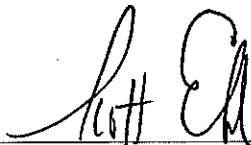
- 1. All bargaining unit members shall receive appropriate PPE, per the CDC guidelines and OSHA requirements which may include:
 - a. Appropriate protective gloves, N95 respirators or CDC equivalent, and gowns for nurses, isolation room staff, pre-k teachers, certain special education teachers and employees whose risk of exposure is increased.
 - b. Adequate and sufficient supply of masks and, if needed, face shields to ensure appropriate prevention of exposure.
 - c. Soap, sanitizer, disinfectant and paper towels.
- 2. If upon arrival at the work site an employee discovers that required PPE has not been provided by the district, the employee shall immediately notify their supervisor. If the required PPE has not been made available to the employee, after notifying their supervisor, the employee has 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 required PPE has been provided.
 - c. The employee will return to campus on their next scheduled workday and confirm all PPE has been provided before beginning work.
 - d. School administration will arrange supervision of students in classrooms until such time.
3. The District will, at a minimum, follow the NM PED Toolkit and CDC guidelines found in Reopening Guidance for Cleaning and Disinfecting Schools when cleaning and disinfecting classrooms between different groups of students.
- a. The District shall have all work areas of the schools cleaned in accordance with CDC standards at the completion of each workday.
 - b. If upon arrival at the work site an employee discovers that appropriate cleaning and disinfecting has not been provided by the district, the employee shall have the right to work remotely until it has been provided.
 - c. The site administration will make arrangements to supervise students until such time.

F. Missing Work Due to COVID-19

- 1. As of March 17, 2021
 - a. 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 up to two weeks of paid COVID leave. COVID leave is separate and apart from accrued sick time.
 - b. School-based coverage will be made available for employees in order to get scheduled vaccines.
 - c. COVID leave is available for employees suffering adverse reactions to the COVID-19 vaccine.
 - d. After COVID leave is exhausted, employees can utilize accrued sick leave and concurrently apply for FMLA.
 - e. After accrued sick leave is exhausted Sick leave bank (SLB) members may apply for SLB time in accordance with the SLB guidelines.

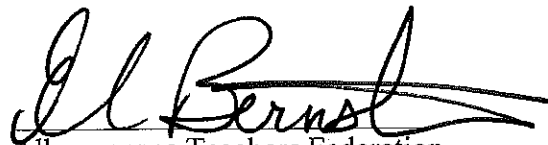
G. This agreement expires on May 25, 2021



Albuquerque Public Schools

03/17/2021

Date



Albuquerque Teachers Federation

March 17, 2021

Date