

**Memorandum of Understanding  
between  
School District No. 1 in the  
City and County of Denver, State of Colorado  
and the  
Denver Classroom Teacher Association**

This Memorandum of Understanding (“MOU”) is made by and between the Denver Public Schools (“DPS” or “District”) and the Denver Classroom Teacher Association (“DCTA”). Pursuant to Article 6-4 of the DCTA Master Agreement (“Agreement”), DPS and DCTA (collectively the “Parties”) agree to engage in interim negotiations as it relates to certain workplace conditions related to the unprecedented COVID-19 pandemic. The parties recognize the need to clarify certain provisions of the Agreement for the 2020-21 school year. Accordingly, the parties agree to the following:

Commitment to Safety

1. The Parties share a commitment to providing an educational program that supports the needs of all students while ensuring a safe learning environment for students and staff.
2. The Parties will continue to collaborate with Denver Health to determine which metrics to use for when the District should move between remote and in-person learning.

PPE

3. During the COVID-19 pandemic, the district agrees to provide access to personal PPE which includes access to face masks, face shields, and as appropriate gloves for professional use by every educator. Replacement of PPE should occur consistent with health official guidance and may occur upon request of an educator when personal PPE used for professional use is no longer adequate.
4. For Center based special education teachers and staff additional PPE will be available for the purposes of supporting students with toileting needs and/or for students that have challenges with wearing masks within the school day.
5. For SSPs, additional PPE will be available, consistent with the highest level required to service in-person students on their caseload, including but not limited to challenges with wearing PPE and maintaining distancing as well as ECE settings.

Social Distancing

6. The maximum number of students that can be within a room at any time must not exceed social distancing guidelines as determined by Denver Health.
7. In order to promote social distancing and safety, all staff gatherings or meetings (Staff meetings, coaching conversations, data team meetings, etc.) will be done virtually, unless approved by the Superintendent or designee in accordance with health

guidelines. Teachers may be on site or off-site for these interactions with school leader permission.

8. Small group instruction provides important and needed services to students and should continue. Whenever possible, these services can be delivered virtually as long as consistent with IEP or 504 Team decisions. If in person, the use of social distancing and PPE should be utilized, such as plexiglass.
9. Specialized Service Providers can provide services virtually to minimize potential exposure between cohorts (as long as consistent with IEP or 504 Team decisions).
10. In order to promote maximum safety and to provide time for covid testing, self-directed planning time may be completed off site provided a school leader is notified.

#### Heat Related Closure or Delays

11. Principals will consult with their SLT when determining whether classroom temperatures are too hot to safely hold in-person learning and whether moving to remote learning is necessary to support student and staff safety.

#### COVID Testing

12. The district will provide access to free COVID-19 testing for asymptomatic employees who are school based or working in-person. Educators will be allowed to use non-instructional work time to be tested during the 40 hour work week.

#### Sick Leave

13. Pursuant to the Families First Coronavirus Response Act (“FFCRA”), eligible employees will be entitled to up to eighty (80) hours of paid emergency paid sick leave for reasons related to the COVID-19 pandemic through December 31, 2020. Effective January 1, 2021, pursuant to the Colorado Healthy Families and Workplaces Act, employees are entitled to take paid leave for certain public health-related reasons. If employees are in need of additional sick leave due to COVID-19, an eligible employee will have access to sick leave bank balances prior to accessing any accrued benefit.

#### Accommodations

14. Educators may request an accommodation due to the COVID-19 pandemic consistent with the procedures in the Employee Practices Manual.
15. Educators may request a remote work arrangement due to the COVID-19 pandemic for safety concerns consistent with the procedures in the Employee Practice Manual.
16. Educators who exercise their rights under the American with Disabilities Act or the governor’s executive orders will not be retaliated against. Educators who believe that

they have been a victim of or witness to retaliation may make a complaint by following the procedures in the Employee Practice Manual (pg. 7).

### Cohort Size

17. Cohort size will be guided by Denver Health. DPS will continue the collaboration with DCTA in working jointly with Denver Health to discuss cohorts.
18. The District will continue to collaborate with DCTA appointed representatives on plans to phase-in students (Ex: Center program and ECE) back to in-person learning.

### ECE proposals

19. In addition to the Denver Health guidelines, ECE classrooms will include safety measures and PPE supports identified within early childhood licensing guidelines from the Denver Early Childhood Council.
20. Should ECE teachers need more time to prioritize additional cleaning and disinfecting to comply with health guidelines for COVID during non-instructional time, they may consult with their SLT to prioritize and sequence activities within the teacher work week.
21. The District will explore the option to provide a full remote option in response to parent request for ECE students if funding would be available.
22. Due to the uncertainty of timing and format for the return of ECE students, ECE staff will not be required to assume co-teaching duties in addition to serving their own ECE class and families.

### Teacher Facilities

23. The District will establish protocols and procedures to ensure adherence to the safety guidance as outlined by Denver Health to ensure appropriate social distancing, use of masks, and use of face shields occurs during instructional and non-instructional activities.

### SLT/DLT

24. The SLT/DLT will collaborate on the best instructional practices for remote/virtual/hybrid/in-person learning including, but not limited to, the use of video to support student learning and coaching for teachers. The SLT/DLT will use the guidance in the District Return to School Plan. These decisions will be made consistent with the procedures in the master agreement regarding SLT and DLT decisions.

### Professional Standards

25. Educators may be directed to teach in a subject area for which they are qualified by virtue of academic preparation and certification. Educators with licensure/qualification in

a subject area but without recent experience providing instruction in the assigned subject area will receive training and/or coaching as appropriate to support the provision of instruction in the subject area of reassignment. These extenuating circumstances will be taken into consideration for evaluation purposes.

26. The SEO In-Person Evaluation Design Team will recommend guidelines for bringing certain students into district buildings for evaluation during remote learning.

### Evaluation

27. The educator evaluation systems are designed to provide support and coaching, which is true whether we are in remote, hybrid, or in-person learning.
28. The Parties agree to amend Article 10-3-2-2 for the 2020-21 school year as follows: Probationary teachers shall receive a minimum of two observations and non-probationary teachers shall receive a minimum of one formal full observation as defined and set forth in the LEAP Fairness Guide. Teachers may request additional observations for coaching and evaluation purposes.
29. Appendices that reflect the considerations unique to virtual, hybrid, and in person learning (under COVID restrictions) will be developed by the LEAP team in consultation with the Peer Observer Team and reviewed by the LCC. Similar modifications will be made for the SSP GPS system.
30. All evaluators, teachers and SSPs will be trained and evaluators calibrated utilizing the appropriate appendix (virtual, hybrid and in person learning) prior to any evaluation being conducted.
31. The SPS rating shall only be offered in Spring semester
32. SLOs will not be used for evaluation during the 20-21 school year. Schools will continue to use data teams to assess student progress.

### SSP Work Spaces

33. As stated in Article 15-2, each school will provide office space for specialized services personnel which affords appropriate privacy to conduct conferences and testing.

### Student Discipline

34. As stated in Article 18, the School Leadership Team will collaborate with the principal on the design and implementation of a discipline plan consistent with Board Policies and Regulations and with District Guidance on Discipline during COVID-19.

### Substitutes

35. SLT/SLT Contingency plans for substitutes may include plans for asynchronous learning due to lack of substitute teachers.

### SSP & Special Educator Workload

36. DLT/SLT will work with SSPs/Special Educators on workload calculations, which will take into account the additional time required to accommodate the remote/virtual and hybrid learning modalities.

### Other COVID-19 Matters

37. Educators will adhere to the DPS 5 - Health and Safety Guidance.
38. Educators may be asked to wipe down desks and chairs in their classroom with district provided disinfecting products. SLTs will consider educator work time as they prioritize cleaning in relation to the health and safety guidelines when planning the school schedules.
39. Educators may be asked to conduct required health screening of students, including temperature checks with touchless thermometers. SLT should work to limit health screenings by teachers to students in their cohort. Consistent with Article 8-7, SLTs will consider educator work time as they prioritize health screenings when planning the school schedules. The District will provide training and guidance for teachers and SSPs about the proper and safe way to conduct the health screen.
40. The Parties acknowledge that providing duty free lunch and assuring limited exposure of adults to different cohorts can be highly complex and challenging. However, the SLT will design a schedule to accommodate a duty-free lunch at some point inside the student contact day; if they cannot, it will be provided outside the student contact day within the 8 hour work day.
41. SLT will designate coverage and physical spaces for educator breaks, when requested, to allow for educators to address personal, medical, and biological needs (e.g., pumping breast milk, menstruation, restroom needs, etc.).

### Equity

42. DPS and DCTA are committed to justice and support for our BIPOC Educators. We will develop and implement an interest-based bargaining approach that is inclusive of multiple stakeholders, specifically our BIPOC educators. The group will discuss systemic racism and the effects of white-dominant culture upon our employees and students within DPS and will prioritize altering contract language during bargaining to specifically address microaggression, biases, and discrimination of BIPOC educators.

Expiration of MOU

43. This MOU shall expire without precedent at the conclusion of the 2020-21 school year or upon the expiration of the State of Emergency based on the COVID-19 pandemic as declared by the Governor, whichever occurs first, unless both parties mutually agree upon an extension.

**Denver Public Schools:**

Name:   
Susana Cordova, Superintendent

Date: 8/22/2020

**Denver Classroom Teacher Association:**

Name:   
Tiffany Choi, DCTA President

Date: 08/22/2020