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

SY 2022-2023 Accelerated School Consolidation Decisions

This Memorandum of Understanding ("MOU") is made by and between the Denver Public Schools ("DPS") and the Denver Classroom Teacher Association ("DCTA"). In support thereof, DPS and DCTA (collectively the "Parties") agree to the following:

1. WHEREAS, the parties understand the challenges facing our educators in schools subject to consolidation, the importance of retaining educators for the remainder of the 2022-2023 school year, and that the continued success of the impacted communities are dependent upon sustained relationships between students, parents, and educators;
2. WHEREAS, the parties affirm that declining enrollment is due to structure and design reasons and is not a reflection on educator competency;
3. WHEREAS, giving the timing of potential school consolidation it is in both parties interest to amend the procedures in Article 13-19 Consolidation of School;
4. THEREFORE, the parties agree to the following staffing implications as a result of school consolidation decisions:

Scenario #1 & #2:

   a. In the event of a consolidation of two or more schools into one school (hereinafter "Welcoming School"), non-centrally-based educators from the consolidating schools are merged and will be part of the Welcoming School's staff for SY 23-24.

   i. In the event that one of the non-welcoming schools becomes an Early Childhood Education Center (hereinafter "ECE Center"), non-centrally-based ECE educators will merge and be part of the new ECE Center staff for SY 23-24.

   ii. The Welcoming School's Personnel Committee and School Leadership Team for SY 23-24 will be composed of the Principal and elected educators from all of the schools impacted by their school's consolidation process, in the following manner:

   1. When two to three schools are being consolidated into one new school, two educators from each impacted school will be elected by the DCTA bargaining unit members from the impacted school.

   2. The Principal may appoint one educator representative from each of the original schools to the School Leadership Team.

   3. Elected members of the Personnel Committee will recuse themselves to decisions pertaining to their consideration group.
4. One DCTA Association Representative from each impacted school will serve on the School Leadership Team.

Scenario #3:

b. In the event that one school consolidates into two other schools (collectively the "Welcoming Schools"), non-centrally-based educators will be assigned, at the District’s discretion, at either of the Welcoming Schools. Non-centrally-based educators can indicate assignment preference at either of the two Welcoming Schools based on availability, certification/endorsement, licensure and experience.

i. Each Welcoming School’s Personnel Committee and School Leadership Team for SY 23-24 will be composed of the Principal and elected educators from the schools impacted by their school’s consolidation process, in the following manner:

1. Two educators from each impacted school will be elected by the DCTA bargaining unit members from the impacted school.
2. The Principal may appoint one educator representative from the original two schools to the School Leadership Team.
3. Elected members of the Personnel Committee will recuse themselves to decisions pertaining to their consideration group.
4. One DCTA Association Representative from each impacted school will serve on the School Leadership Team.

Scenario #4:

c. In the event that one school consolidates into an enrollment zone/boundary where another school is not a viable option to consolidate with, non-centrally based educators will be displaced from their mutual consent assignment at the conclusion of SY 22-23.

i. A non-probationary teacher who does not secure mutual consent assignment will be placed in a limited-term assignment for one year or two hiring cycles, whichever is longer, while they attempt to secure a mutual consent assignment.

ii. A probationary teacher who does not secure mutual consent assignment will be placed into a one-school year teaching assignment, substitute assignment, or instructional support position, selected at the District’s sole discretion, for SY 23-24 while they attempt to secure a mutual consent assignment.

1. If the probationary teacher does not secure a mutual consent assignment before June 1, 2024, the probationary teacher’s contract will not continue into SY 24-25; however, the probationary teacher will be immediately eligible for rehire.

iii. School-based SSPs who are not hired into a new position prior to the conclusion of the 2022-2023 school year will be placed into a one-school year assignment, selected at the District’s sole discretion, for SY23-24, based on their qualifications and licensure.
1. If a school-based SSP is not hired into a new position prior to the conclusion of SY 23-24, the school-based SSP will not be continued into the subsequent school year, but will be immediately eligible for rehire.

iv. Non-centrally-based educators can indicate geographical and assignment preference for an assigned school based on availability, certification/endorsement, licensure and experience.

d. Pursuant to C.R.S. 22-32.5-109, educators that are placed within an innovation school or zone may request a transfer to another public school of the district of innovation. The District will make every reasonable effort to accommodate the educator's request.

e. Department Leadership Teams will review and collaborate with the Exceptional Student Services Collaborative Committee around the process for centrally-hired SSP reassignments as a result of school consolidation.

f. Notwithstanding this MOU, an educator may be transferred from one school, position, or grade level to another within the school district consistent with C.R.S. 22-63-206.

g. If there are excessive staff members per position, (Ex: Multiple Art teachers, Special Education, etc) those educators will not be required to receive principal release should they find mutual consent of position outside of the Welcoming School.

h. If the Welcoming School of a consolidation has an innovation plan that is currently up for renewal, consent of the innovation plan application will be based on obtaining the approval of a majority of teachers or sixty percent (60%) of members of the collective bargaining agreement of the consolidating schools pursuant to this MOU consistent with Article 30-3. Educators will vote on the plan no later than June 5, 2023. The Board vote for this plan will take place no earlier than May of 2023 to allow for the maximum number of staff engagement in the development of the innovation plan application.

i. Educators who remain through the conclusion of the 2023-2024 school year at their assignment as a result of consolidation (a, b and c above) and received a Title I Incentive or Teacher Leader Role stipend during the 2022-2023 school year will continue to receive such incentive/stipend for the duration of the 2023-2024 school year.

j. 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. If an educator is moved into a position that requires them to provide literacy instruction to students in grades K-3 and was hired prior to or during the 2021-2022 school year, they will be assigned the equivalent of six (6) non-teacher directed professional learning days within the work year or the equivalent of six (6) days of compensated time outside the workweek or work
year to complete READ Act training. If a school requires additional training for staff due to school consolidations, the educators will be provided time within the workday that is not part of an educator’s self directed planning time or will be compensated pursuant to article 28-2.

k. Except as expressly set forth in this MOU, the terms and conditions of the collective bargaining agreement will apply.

l. The MOU shall be non-precedential, it shall only apply to 2022-2023 school consolidation decisions to be effective in the 2023-2024 school year and shall expire at the end of the 2023-2024 school year.

m. Educators will only be required to move their personal belongings as a result of consolidation. Educators from the sending school may be asked to pack materials but must be provided the time during the 40 hour work week that is not part of an educator’s self directed planning time. Educators may agree to pack materials outside of the 40 hour work week provided that they are compensated pursuant to article 28-2.

n. At least two elected (2) educators from each of the consolidated schools will participate in each Welcoming School’s design committee. Two (2) elected educators from each of the consolidated schools that participate in the Welcoming School’s design committee will receive a one-time, non-based building $400 stipend.

To memorialize this MOU, the Parties, by their duly authorized agents, have affixed their signatures to this MOU.

Denver Classroom Teacher Association:

Signature: [Signature]
Name: Robert Gould
Title: President DCTA
Date: 2/15/2023

Denver Public Schools:

Signature: [Signature]
Name: Lawrence Garcia
Title: Senior Manager, Labor Relations
Date: 2/15/2023