

Memorandum of Understanding
between
School District No. 1 in the
City and County of Denver, State of Colorado
and the
Amalgamated Transit Union

This Memorandum of Understanding (“MOU”) is made by and between the Denver Public Schools (“DPS”) and the Amalgamated Transit Union (“ATU”) (collectively, the “Parties”).

WHEREAS, Jefferson County School District R-1 (“JCPS”) is experiencing a shortage of bus drivers necessary to fulfill the transportation needs of students when in-person learning resumes on September 8, 2020;

WHEREAS, JCPS desires to engage the services of DPS bus drivers to fulfill JCPS bus routes on a temporary basis;

WHEREAS, the parties wish to put in writing their understanding by which fifteen (15) qualified personnel employed by DPS will be permitted in a voluntary capacity to provide transportation services for the benefit of JCPS students on a temporary basis;

NOW, THEREFORE, the Parties agree as follows:

1. DPS will permit fifteen (15) qualified personnel mutually agreed upon between the parties utilizing both Full-Time and Part-Time seniority list within the Transportation Department to provide transportation services for the benefit of JCPS students.
2. The parties agree that selection of qualified personnel will not impact the necessary and efficient service to DPS student transportation and related needs within the Transportation Department.
3. The qualified personnel will serve as bus drivers for JCPS transportation routes effective Tuesday, September 8, 2020 through Friday, September 18, 2020.
4. During this period of time only, the qualified personnel will receive payment for bidded DPS transportation routes plus for hours worked on JCPS transportation routes at their respective hourly rate.
5. The parties agree that while the qualified personnel is providing JCPS transportation services, the qualified personnel will be under the supervision and direction of JCPS and its management and supervisory employees.
6. The parties agree that JCPS will be responsible for providing adequate direction to the designated drivers who will be operating a JCPS vehicle during the period.

The MOU shall be non-precedential, and shall expire at the close of business on September 18, 2020, unless mutually agreed upon by both parties.

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