

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

This Memorandum of Understanding (“MOU”) is made by and between the Denver Public Schools (“DPS” or “District”) and the Denver School Leaders Association (“DSL A”) (collectively, the “Parties”).

WHEREAS, pursuant to Board Resolution 2020.09.24, the Board of Education recognized the DSL A to be the collective bargaining representative for all DPS employees serving in the titles of Principal and Assistant Principal;

WHEREAS, the Board of Education directed the Superintendent and/or designee to negotiate an agreement, consistent with Board Resolution 2020.09.24, that will be in place by the beginning of the 2021-22 school year;

WHEREAS, the parties agree to memorialize the following terms prior to the 2021-22 school year, and before a master agreement is agreed upon by the parties,

NOW, THEREFORE, the Parties agree as follows:

Commitment to Safety

1. The Parties share a commitment to providing an educational program that supports the academic and social-emotional needs of all students while ensuring a safe learning environment for students, teachers, school leaders and all employees.
2. To provide clear direction and give our community regular updates, Denver Health built a dashboard for DPS of three health metrics identified by the Metro Denver Partnership for Health as the most critical to monitor for the Denver Metro Area. 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. If metrics are not in the “Green” light, the Parties will monitor the situation in consultation with Denver Health officials to ensure that any plans for a safe and gradual return to in-person learning continue to be grounded in health and safety.
3. The Parties will continue to collaborate with Denver Health on the safety and preparedness of buildings for the safe return of students and staff.
4. The District will continue to collaborate with DSL A appointed representatives on plans to phase-in students back to in-person learning and on the readiness and safety of schools. Should the district convene a work group or committee composed of principals and/or assistant principals directed at developing plans for reopening schools or COVID planning, the District will collaborate with DSL A on identifying the principals and/or assistant principals who

participate. DSLA will identify 50% of the Principals/Assistant Principals while the District will identify the other 50%.

5. The District will continue to 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.

#### PPE

6. 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 Principal and Assistant Principal. Replacement of PPE should occur consistent with health official guidance and may occur upon request of an employee when personal PPE used for professional use is no longer adequate.

#### Social Distancing

7. 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.
8. 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.
9. Whenever reasonable, principals and assistant principals may conduct observations or other forms of support for teachers in classrooms through virtual means, as a way of protecting the safety of leaders, staff, and students in accordance with health guidelines, Board policies, regulation and guidance.

#### Heat Related Closure or Delays

10. 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

11. The district will provide access to free COVID-19 testing for all asymptomatic employees who are school based or working in-person. Principals and Assistant Principals will be allowed to use non instructional work time to be tested during the week.

#### Sick Leave

12. Pursuant to the Families First Coronavirus Response Act (“FFCRA”), eligible principals and assistant principals will be entitled to up to eighty (80) hours of paid emergency 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, principals and assistant principals are entitled to take paid leave for certain public health-related reasons. If they are in need of additional sick leave due to COVID-19, an eligible principal and assistant principal will have access to sick leave bank balances prior to accessing any accrued benefit.

### Accommodations

13. Principals and Assistant Principals may request a remote accommodation due to safety concerns related to the COVID-19 pandemic, consistent with the procedures in the [Employee Practices Manual](#).
14. An employee may appeal the denial of a requested COVID-19 Accommodation outlined in the Employee Practices Manual in accordance with the procedures in Superintendent Regulation GBA-R-1. An employee may submit a written appeal to [LeaveOfAbsence@dpsk12.org](mailto:LeaveOfAbsence@dpsk12.org) within ten (10) calendar days of receipt of the notification of denial of a requested accommodation.
15. Principals and Assistant Principals 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](#).

### Cohort Size

16. Cohort sizes will be guided by Denver Health. DPS will continue the collaboration with DSLA in working jointly with Denver Health to discuss cohorts.

### COVID Staffing Support

17. Consistent with law and Board rules, policies, and collective bargaining agreements, Principals and Assistant Principals will collaborate to make the best-possible use of all staff and resources within-building, in an attempt to fully and successfully staff in-person instruction as well as virtual instruction for their schools. The District and DSLA will collaborate to address the challenges of ensuring that instructional programming is staffed in each school while adhering to health and cohorting guidelines. Principals should follow the process outlined in the [School Transition to Remote Operation Due to Staffing](#) guidance when considering a move to remote operation for classroom(s) or school due to staffing shortages. The Operational Superintendent will consult with the Principal in making recommendations to the Lead Operational Superintendent. The Superintendent or designee must approve the recommendation, and approval will only be granted if there is no other possible alternative. The Superintendent and/or designee’s decision will be final.

## Evaluation

18. The LEAD principal/assistant principal evaluation systems are designed to provide support and coaching, which is true whether we are in remote, hybrid, or in-person learning.
19. [Appendices](#) that reflect the considerations unique to virtual, hybrid, and in person learning (under COVID restrictions) have been developed by the Growth and Performance Team.
20. The District will not administer the Leader portion of the CollaboRATE survey in January 2021 for Principals and Assistant Principals. The District will administer the Leader Portion of the CollaboRATE later in the semester and inform DSLA representatives of timeline.
21. Evaluators will take into consideration the challenges and complexities of shifting between learning scenarios (remote, hybrid and in-person) and the circumstances of the Principal and Assistant Principal at their respective schools/regions when utilizing CollaboRATE data to finalize their LEAD ratings.
22. For the 2020-21SY, Principals and Assistant Principals will be evaluated on goals directly connected to the DPS 5 and three crisis priorities, which may include student growth or achievement data.
23. Student Growth measures and school performance ratings will not be used to evaluate school leaders for the 2020-21 cycle of LEAD Evaluations. One hundred (100%) percent of a Principal and Assistant Principal's final effectiveness rating will be based on professional practices for the 2020-21SY.

## Student Discipline

24. 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.

## Equity

25. DPS and DSLA are committed to justice and support for our BIPOC Leaders, employees, and students. The bargaining group will discuss systemic racism and the effects of white-dominant culture upon our employees and students within DPS. The parties will develop and implement a Racial Equity Analysis Tool to inform decisions as agreed upon during the negotiation of the DSLA Master Agreement. The bargaining group will discuss contract language during bargaining to specifically address microaggression, biases, and discrimination of BIPOC educators.

## Athletics

26. Assistant Principals designated as Athletic Directors at their respective schools that work beyond their work year calendar due to the changes to the 2020-21 CHSAA Calendar as a result of COVID-19 will be compensated for such time. The District and DSLA agree to discuss such compensation and further agree that such compensation will not be expensed from the respective school budget.

## Dues Authorization.

27. The District agrees to deduct from the salaries of Principals and Assistant Principals employed by the District an amount to cover dues for the Association, and/or State, and/or national affiliated association(s) as said employee individually and voluntarily authorizes the District to deduct, and to transmit the amount so authorized to the Treasurer of the Association.
28. Principals and Assistant Principals wishing to become members of the DLSA may authorize such deduction by filing with the DPS Payroll Department through the office of the Association, a signed and dated DSLA Salary Deduction Authorization Form authorizing the District to deduct from the monthly earnings of each bargaining unit employee and to remit to the Treasurer of the Association, an amount equal to one-twelfth (1/12) of the dues required for membership in the association(s) as specified above, unless the employee has revoked membership using the process below.
29. The DSLA Salary Authorization Form shall include a waiver of all rights and claims against the Board of Education, the District, the officers and agents thereof, for monies deducted and remitted in accordance with the above paragraphs.
30. Said deductions and remittances shall continue year to year, unless Principal or Assistant Principal notifies the DPS Payroll Department in writing that the person desires to discontinue or otherwise change such authorization. The District will provide the Association with a copy of the notice to change authorization. Once written notice is received by the DPS Payroll Department, no further action is necessary on the part of the employee to terminate deduction of the membership dues.
31. Principals and Assistant Principals who have revoked membership may, at any time, become members of the Association by filing with the DPS Payroll Department through the office of the Association, a signed and dated DSLA Salary Deduction Authorization form authorizing the District to deduct from their monthly earnings and to remit to the Treasurer of the Association, amount equal to one twelve (1/12) of the dues required for membership of the association(s) specified above.
32. When Association members have no earnings due for the month, or do not have sufficient earnings after all other deductions and/or withholdings to cover any part of the deductions, then

no deductions (or a partial deduction) will be made for those principals and assistant principals for that month. Any association member who resigns from the District after May 31 will have the full remaining balance of annual dues (through August 31) deducted from their last salary check, with the exception of those members who retire from the District.

33. The Association shall indemnify and hold harmless the Board of Education, the District and its members, officers, agents and employees from and against any forms of liability that shall arise out of or by reason of action taken by the Board of Education for the purposes of complying with the above provisions. The Association assumes full responsibility for the disposition of the funds so deducted once they have been turned over to the Treasurer of the Association.

34. A service charge of ten cents (\$0.10) per month per individual DSLA authorization shall be retained by the District to help defray costs of making such deduction.

Expiration of MOU

35. Except for the Dues Authorization section, 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: \_\_\_\_\_

Date: \_\_\_\_\_

Denver School Leaders Association

Name: \_\_\_\_\_

Date: \_\_\_\_\_

Denver School Leaders Association

Name: \_\_\_\_\_

Date: \_\_\_\_\_