SY 2021-2022
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 2021-22 school year. Accordingly, the parties agree to the following:

Values

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, consistent with our shared core values: Students First, Collaboration, Equity, Accountability, Integrity, and Fun.
2. The Parties will continue to collaborate with Denver Health to review data and discuss any adjustments to the health and safety procedures for continued in-person learning.
3. Educators will adhere to the DPS 5 - Health and Safety Guidance and established health, safety and operational procedures, based on the latest guidance by public health agencies, and the District.

PPE

4. Educators will be provided with access to face masks and additional or alternative personal protective equipment (PPE) (i.e. face shields, gloves) upon request in accordance with local health guidelines. 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.
5. Schools will have access to supplies to support hand washing and disinfecting of schools guided by local health partner guidelines. Educators who believe their school is lacking such supplies should report their concern to their school leader, facility manager and/or the Integra Hotline.
6. 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.
7. 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

8. Consistent with local health guidelines, schools will identify an isolation space that allows students and staff with COVID-19 symptoms to be separated from others in the facility. Educators should report concerns of isolation space to their school leader, facility manager and/or the Integra Hotline.
9. Case Managers (SSPs and Special Educators) may offer to hold IEP or 504 meetings virtually or in-person. IEP meetings will be scheduled consistent with IDEA mandates, being held at a mutually agreed on time and place.

**Heat Related Closure or Early Release**

10. If the temperature within a school without air conditioning or in which the air conditioning system is not functioning correctly rises to a degree that it is unsafe to host in-person classes, principals will consult with their School Leadership Teams (SLTs) to determine whether conditions would warrant a recommendation for closure, early release or transition to temporary remote operation for a period of time. All schools must follow the District’s Heat Mitigation procedures before moving forward with recommendation and implementation. Prior to making any changes to the Heat Mitigation procedures document, the District will review such changes with DCTA.

11. In the case of school closure, early release or transition to temporary remote operation, a SLTs recommendation will be approved provided the recommendation is consistent with the District’s Heat Mitigation procedures. Consistent with Article 5-5-2, if consensus on the recommendation cannot be reached, the Instructional Superintendent will consult with the Association prior to making a final recommendation. The heat mitigation procedures do not pertain to emergency school closings within Article 8-11 of the master agreement.

**COVID-19 Testing**

12. COVID-19 Tests are free to educators through partnership with COVIDCheck Colorado and the Colorado Department of Public Health and Environment. Asymptomatic educators who are in compliance with the Denver Department of Public Health & Environment vaccine mandate may use their lunch period or self-directed planning time to get tested for COVID-19. Educators who are exempt from the Denver Department of Public Health & Environment vaccine mandate will be allowed non-instructional time to get a COVID-19 PCR test within their work week as required by the District. If not feasible, educators who are exempt will be compensated for one (1) hour to obtain a COVID-19 PCR test.

**Leaves of Absence**

13. Consistent with the Employment Practice Manual, educators will be eligible to access the Sick Leave Bank for the employee’s own medical condition, including instances where the employee contracts COVID-19 or is quarantined following exposure, prior to accessing any accrued benefit. DCTA may propose changes to sick leave bank eligibility guidelines consistent with the Sick Leave Bank Guidelines and Procedures.

**Early Childhood Education (ECE)**

14. In addition to the local public health guidelines, ECE classrooms will include safety measures and PPE supports identified within early childhood licensing guidelines.

15. Should ECE teachers need more time to prioritize additional cleaning and disinfecting to comply with health guidelines for COVID-19 during non-instructional time, the SLT will prioritize and sequence activities within the teacher work week.

16. In the event that an ECE student, group of ECE students, or an entire ECE classroom is quarantined
or a school shifts to temporary remote learning, a school’s SLT will collaborate with ECE teachers in the building to determine alternatives to provide support for ECE students that are aligned with the 2021-22 Plans for ECE During Temporary Remote Learning/Quarantine document. If consensus cannot be reached, the matter shall be referred to the Instructional Superintendent who shall consult with the Association prior to making a decision. The Instructional Superintendent will review and consider any information provided by members of the SLT. In the instances that changing COVID-19 conditions require an extended period of no in-person instruction, representatives from DPS and DCTA will collaborate to update guidance.

Facilities

17. In-Person Meetings, Professional Development & Trainings
Faculty, department, and grade level meetings may be held virtually to ensure limited exposure to staff. However, such meetings can be held in-person consistent with the 2021-22 Health, Safety, and Operational Guidance for Schools document. Considerations include:
- Ability to physically distance
- Number of attendees
- State and local restrictions on meetings
- Meeting length
- Room size and ventilation

18. The SLT will determine whether school-level professional development can be delivered remotely during non-student contact days. The DLT will determine whether department-level professional development can be delivered remotely on non-student contact days.

19. CO Exposure Notifications is a free and voluntary tool that the state of Colorado in partnership with Google and Apple created that can notify users of possible exposure to COVID-19. Educators are encouraged to opt in and learn more about CO Exposure Notifications at the Colorado Department of Public Health & Environment website.

Evaluations

20. The educator evaluation systems are designed to provide support and coaching, which is true whether we are in remote or in-person learning. SLTs, DLTs, and evaluators are encouraged to take into consideration the challenges and complexities associated with teaching in person during a pandemic and shifting in and out of temporary remote learning due to COVID-19.

21. Appendices that reflect the considerations unique to remote 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.

22. All evaluators will be trained and calibrated utilizing the LEAP framework for effective teaching.

23. Evaluators will not conduct scored LEAP observations during temporary whole classroom remote learning as defined by the LEAP Fairness Guide.

Substitute Coverage

24. Per Article 5-5-3 and 8-10-1, the SLT will review and collaborate on contingency plans for substitute coverage. The contingency plan will be reviewed monthly by the SLT in order to assure equitable impact and implementation.

25. The District is committed to solving the substitute crisis. In attempting to address the guest teacher shortage, the District may, amongst other options, consider substitute license reimbursement for
employees, incentivizing central-employees to volunteer for guest teacher coverage or reallocation of guest teacher assignments. The District will work to investigate creative solutions that have been effective in other districts.

26. To address the exacerbation of the guest teacher shortage created by the COVID-19 pandemic, the parties agree to amend Article 28-6-1 to reflect that a teacher directed to cover assignments for other teachers will be paid $35.00 per hour.

27. Consistent with Article 8-7-2, Special educators and specialized service providers will spend non-teaching duty time on implementing IDEA and may not be required to provide general education class coverage during scheduled student services or their non-teaching duty time.

School Leadership Teams (SLT) /Department Leadership Teams (DLT)

28. Given that changing COVID-19 conditions may require a school to offer a form of remote learning, consistent with Article 5-5-3, the School Leadership Teams (SLT) will review and collaborate on the school plan which outlines the synchronous and asynchronous learning options for instances when student(s), staff, or an entire school must move to temporary remote learning. Each school’s learning option(s) must be aligned with the requirements set by the District and Colorado Department of Education.

29. SLTs and DLTs are encouraged to review and collaborate on the development of more than one synchronous and asynchronous learning options, as it works towards reaching consensus. If consensus cannot be reached, the matter shall be referred to the Instructional Superintendent who shall consult with the Association prior to making a decision. The Instructional Superintendent will review and consider any information provided by members of the SLT.

Specialized Service Provider & Special Education Workload

30. DPS and DCTA have a mutual interest in ensuring Special Education Teachers and Specialized Service Providers have sustainable caseloads and workloads. DPS and DCTA agree to create a committee to examine the workloads and paperwork requirements of special education teachers and SSPs. The committee will be composed of ten (10) members. The District will appoint up to five (5) members, and DCTA will appoint up to five (5) members. Each party will ensure their appointees represent the different disciplines. The committee will adopt an interest-based approach for problem solving and decision making. This committee is charged with developing proposals that will include, but are not limited to, a mutually agreed upon workload calculator as well as other tools to address concerns regarding workload and paperwork requirements of special education teachers and SSPs to steer negotiations for the master agreement in Spring 2022. The committee shall begin meeting no later than November of 2021.

31. SLTs and DLTs will work with SSPs and Special Education Teachers to allocate time when feasible within their work week to complete compensatory and contingency planning and paperwork. SSPs and Special Education Teachers approved by a direct supervisor and/or principal to complete compensatory and contingency planning and paperwork beyond the work week will be paid at the individual educator’s hourly rate. The approval process and documentation of extra pay for compensatory and contingency planning and paperwork will be communicated to SSPs, Special Education Teachers and school leaders.
32. In accordance with the Individuals with Disabilities Education Act, when considering a Homebound placement, the IEP or Section 504 Team should consider the type/nature of the student's Homebound service delivery (e.g., whether services should be offered by a face-to-face in-home provider versus virtually). When considering the student’s Homebound service delivery, the IEP or Section 504 Team should periodically review and follow appropriate health guidelines to address the risk of COVID-19 transmission in the provision of such services and make individualized decisions based on the student's medical condition and unique needs.

Nursing Services Due to Pandemic

33. A new full-time nurse hired directly by DPS between August 30, 2021 and May 31, 2022 to DPS will receive a paid signing bonus of $2,000. A new full-time nurse directly hired by DPS between March 1, 2021 through August 29, 2021 will be eligible to receive a signing bonus of $1,000 and an additional $1,000 stipend on the December 22, 2021 paycheck for serving as the licensed medical professional leading the building’s COVID-19 response.

34. An eligible nurse who receives a signing bonus who terminates employment with the District within twelve (12) months from date of hire as a nurse will be required to reimburse the District the signing bonus amount received.

35. COVID-19 Coordinators will support COVID-19 protocols and make decisions in consultation with their principal consistent with the COVID-19 Screening and COVID-19 Testing Decision Tree. If there is a disagreement regarding implementation of COVID-19 protocols, then the Department of Nursing designee will consult with the building nurse and principal prior to making the final decision.

36. All full-time DCTA Nurses serving as the licensed medical professional leading the building’s COVID-19 response who are not eligible for either of the above sign-on bonuses will be paid a $2,000 stipend on the December 22, 2021 paycheck for supporting COVID-19 protocols for SY2021-2022. All part-time DCTA Nurses serving in the same capacity will be paid a stipend prorated based on their FTE.

Expiration of MOU

37. This MOU shall expire without precedent at the conclusion of the 2021-2022 school year, unless both parties agree upon an extension.

Denver Public Schools:

Name: [Signature]

Title: [Signature]

Date: 11/8/21

Denver Classroom Teacher Association:

Name: [Signature]

Title: [Signature]

Date: 11/8/21