

**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”) and the Denver Classroom Teacher Association (“DCTA”). In support thereof, DPS and DCTA (collectively the “Parties”) agree to enter into this MOU to address issues in the Parties’ Master Agreement related to remote learning and annual evaluations that are impacted during the coronavirus/COVID-19 pandemic:

WHEREAS, On March 11, 2020, Colorado Governor Jared Polis issued Executive Order D 2020-003, declaring the presence of COVID-19 in Colorado to constitute a disaster emergency; and

WHEREAS, on March 18, 2020, Governor Polis issued Executive Order 2020-007, suspending normal in-person instruction in all P-12 schools in Colorado from March 23, 2020 to April 17, 2020; and

WHEREAS, Executive Order 2020-007 also suspended State assessment requirements in C.R.S. 22-7-1006.3 for the 2019-2020 school year to ensure assessments administered are able to produce valid results and to allow schools and school districts to focus on developing and providing alternative learning opportunities during this time; and

WHEREAS, on March 18, 2020, DPS announced that it would move to remote learning beginning April 7, 2020 through April 17, 2020; and

WHEREAS, on April 1, 2020, Governor Polis issued Executive Order D 2020-021, extending the suspension of regular, in-person instruction until April 30, 2020;

WHEREAS, Executive Order 2020-21 also temporarily suspended the requirements in C.R.S. §22-9-106(1)(c) regarding the frequency and duration of employment performance evaluations for school district, including teachers, special service providers, principals, and administrators, to enable schools and districts to focus on providing alternative learning opportunities to students; and

WHEREAS, Executive Order 2020-21 also temporarily suspended the requirement in C.R.S. §22-54-129(4) that an approved facility school or a state program report to CDE the number of full-time equivalent students to which the approved facility school or state program provided such services; and

WHEREAS, on April 3, 2020, DPS announced it would suspend in-person learning and continue remote learning for the remainder of the 2019-2020 school year; and

WHEREAS, on April 22, 2020, Governor Polis issued Executive Order D 2020-041, suspending normal in-person instruction from March 23, 2020 until the end of the scheduled 2019-2020 regular school year for all P-12 schools.

WHEREAS, pursuant to Article 6-4 of the Master Agreement, the parties agree to engage in interim negotiations and recognize the need to provide clarity of the Master Agreement as it relates to remote learning and make changes to the provisions of the Master Agreement related to the listed annual evaluations due to the unprecedented COVID-19 pandemic and state-mandated suspension of in-person learning and student assessments; and

NOW, THEREFORE, the Parties agree as follows:

## **EVALUATIONS**

### **Growth and Performance System (GPS)**

1. Specialized Service Providers (“SSPs”) and Educational Sign Language Interpreters (“ESLIs”) will receive a Growth & Performance System (GPS) End-of-Year Appraisal and have End-of-Year Conversation by May 29, 2020.
2. SSPs and ESLIs will not receive a GPS Overall Rating for the 2019-20 school year and their End-of-Year Appraisal shall reflect “no rating.”
3. SSPs and ESLIs, upon their request, who meet all the requirements of the SSP GPS may opt in to receive an Overall Rating for the 2019-20 school year.
  - a. SSPs and ESLIs must request to receive an Overall Rating by May 8, 2020.
  - b. Requests received on May 9, 2020 or thereafter will not be considered.
4. SSPs and ESLIs who opt in to receive an Overall Rating and receive a final rating may not thereafter opt out of receiving an Overall Rating.
  - a. SSPs and ESLIs who opt-in must finalize and submit Student Learning Objectives (SLOs) into the SLO application tool by May 15, 2020. SLO data from the beginning of the school year through March 13, 2020 will be considered.
5. A “no rating” for the 2019-2020 school year shall not constitute a break in the number of consecutive years for the listed purposes below nor will the 2019-2020 school year be included in computing the required periods:
  - a. Continuing Service Status (Article 29-3-2, Board Policy GDQD and GDQD-R)

6. For SSPs and ESLs who opt in to receive an Overall Rating, DPS shall recognize the impact of final ratings of Distinguished, Effective, Approaching, and Not Meeting for the 2019-2020 school year towards continuing service status (Article 29-3-2, Board Policy GDQD and GDQD-R).
7. To the extent evaluators are considering evidence after the move to remote learning in the Professional Practice rating, evaluators shall take into consideration the challenges and complexities of shifting to remote learning and the personal circumstances of the educator when finalizing Professional Practice ratings.

### **Leadership Investment Framework for Talent (LIFT)**

1. Peer Observers will receive a LIFT End-of-Year Report and LIFT End-of-Year of Conversation by May 21, 2020.
2. Peer Observers will not receive a LIFT End-of-Year Rating for the 2019-20 school year and their LIFT End-of-Year Report shall reflect “no rating.”
3. Peer Observers, upon their request, who meet all the requirements of LIFT may opt in to receive a LIFT End-of-Year Rating for the 2019-2020 school year.
  - a. Peer Observers must request to receive a LIFT End-of-Year Rating by May 8, 2020.
  - b. Requests received on May 9, 2020 or thereafter will not be considered.
4. Peer Observers who opt in to receive an End-of-Year Rating and receive a final rating may not thereafter opt out of receiving an Overall Rating.
5. For Peer Observers, a “no rating” for the 2019-2020 school year shall not constitute a break in the number of consecutive years for the listed purposes below nor will the 2019-2020 school year be included in computing the required periods:
  - a. Demonstrated effectiveness (§ 22-63-203(1)(b), C.R.S.);
  - b. Demonstrated ineffectiveness (§ 22-63-103(7), C.R.S.);
6. If a Peer Observer opts in to receive a LIFT End-of-Year Rating, DPS shall recognize the impact of final ratings of Distinguished, Effective, Approaching, and Not Meeting for the 2019-2020 school year towards a probationary teacher’s effort to attain non-probationary status or a teacher’s risk of loss of non-probationary status.

### **Comprehensive Performance Evaluation (CPE)**

1. Teacher on Special Assignment (“TOSA”) will receive a CPE End-of-Year Report and CPE End-of-Year Conversation by May 29, 2020.
2. TOSA will not receive a CPE End-of-Year Rating for the 2019-2020 school year and their CPE End-of-Year Report shall reflect “no rating.”
3. TOSA, upon their request, who meet all the requirements of CPE may opt in to receive a CPE End-of-Year Rating for the 2019-2020 school year.
  - a. TOSA must request to receive a CPE End-of-Year Rating by May 8, 2020.
  - b. Requests received on May 9, 2020 or thereafter will not be considered.
4. TOSA who opts in to receive an End-of-Year Rating and receives a final rating may not thereafter opt out of receiving an End-of-Year Rating.
5. For TOSA, a “no rating” for the 2019-2020 school year shall not constitute a break in the number of consecutive years for the listed purposes below nor will the 2019-2020 school year be included in computing the required periods:
  - a. Demonstrated effectiveness (§ 22-63-203(1)(b), C.R.S.);
  - b. Demonstrated ineffectiveness (§ 22-63-103(7), C.R.S.);
6. If a TOSA opts in to receive a CPE End-of-Year Rating, DPS shall recognize the impact of final ratings of Distinguished, Effective, Approaching, and Not Meeting for the 2019-2020 school year towards a probationary teacher’s effort to attain non-probationary status or a teacher’s risk of loss of non-probationary status.

**Leading Effective Academic Practice (LEAP)**

1. Teachers and CTE Protech Instructors will receive a LEAP End-of-Year Report and LEAP End-of-Year Conference by May 29, 2020.
2. Teachers and CTE Protech Instructors will not receive a LEAP End-of-Year Rating for the 2019-2020 school year and their LEAP End-of-Year Report shall reflect “no rating.”
3. Teachers and CTE Protech Instructors, upon their request, who have at least one Formal Full Observation plus at least one other Formal Observation as of March 13, 2020 may opt in to receive a LEAP End-of-Year Rating for the 2019-20 school year.
  - a. Teachers and CTE Protech Instructors must request to receive a LEAP End-of-Year Rating by May 8, 2020.
  - b. Requests received on May 9, 2020 or thereafter will not be considered.

4. A Teacher and CTE Protech Instructor who opt in to receive a LEAP End-of-Year Rating and receives a final rating may not thereafter opt out of receiving a LEAP End-of-Year Rating.
5. In order for a teacher and CTE Protech Instructors to be eligible to opt-in for a LEAP End-of-Year Rating, the teacher must meet all requirements outlined in Article 10 and LEAP Fairness Guide.
  - a. Teachers and CTE Protechs Instructors who opt-in must finalize and submit Student Learning Objectives (SLOs) into the SLO application tool by May 15, 2020. SLO data from the beginning of the school year through March 13, 2020 will be considered.
6. For teachers, a “no rating” for the 2019-2020 school year shall not constitute a break in the number of consecutive years for the listed purposes below nor will the 2019-2020 school year be included in computing the required periods:
  - a. Demonstrated effectiveness (§ 22-63-203(1)(b), C.R.S.);
  - b. Demonstrated ineffectiveness (§ 22-63-103(7), C.R.S.);
7. If a teacher opts in to receive a LEAP End-of-Year Rating, DPS shall recognize the impact of final ratings of Distinguished, Effective, Approaching, and Not Meeting for the 2019-2020 school year towards a probationary teacher’s effort to attain non-probationary status or a teacher’s risk of loss of non-probationary status.
8. For CTE Protech Instructors, a “no rating” for the 2019-2020 school year shall not constitute a break in the number of consecutive years for the listed purposes below nor will the 2019-2020 school year be included in computing the required periods:
  - a. Continuing Service Status (Article 9 of the CTE Protech Instructor MOU, Board Policy GDQD and GDQD-R)
9. For CTE Protech Instructors who opt in to receive a LEAP End-of-Year Rating, DPS shall recognize the impact of final ratings of Distinguished, Effective, Approaching, and Not Meeting for the 2019-2020 school year towards continuing service status (Article 9 of the CTE Protech Instructor MOU, Board Policy GDQD and GDQD-R).
10. Performance Improvement Plans (“Plan”) per Article 10 in place as of March 13, 2020 are suspended for the remainder of the 2019-20 school year unless the teacher opts in to receive a LEAP End-of-Year Rating. The days on the Plan completed prior to March

13, 2020 will be counted and the Plan will continue upon the beginning of the next school year unless otherwise agreed upon between the parties.

11. To the extent evaluators are considering evidence after the move to remote learning in the Professionalism rating, evaluators shall take into consideration the challenges and complexities of shifting to remote learning and the personal circumstances of the educator when finalizing Professional Practice ratings.

## **REMOTE LEARNING**

1. DCTA bargaining unit members, to the greatest extent possible, shall work remotely for the duration of the 2019-2020 school year consistent with the work week and work year outlined in the Master Agreement.
2. The Parties acknowledge the need for flexibility in the design of the school's schedule during this period of time. As such, the School Leadership Team shall review and collaborate on the design of the school's schedule consistent with Article 5-5.
3. Virtual collaboration and meeting options will be provided to all educators. Educators will be asked to attend virtual meetings with administration, as needed, during school closures.
4. DCTA bargaining unit members shall not be required to share their personal email or phone numbers to students, parents, or colleagues. Any platform that the District provides shall be used to communicate with students and parents.
5. The District will provide necessary equipment and software in order to deliver remote learning, to the reasonable extent possible. DCTA bargaining unit members shall contact their supervisor or DoTS if they need assistance obtaining equipment, software or resources to engage in work from a remote location. This provision is not subject to Article 7 of the Master Agreement. Parties agree that issues relative to equipment and software will be addressed directly with the Superintendent's designee.
6. Teachers shall provide instructional resources and materials through remote means such as Google Classroom and Google Meets or any other District approved platform. Teachers must continue to follow the Student Data Privacy policy process.
7. Through the end of the 2019-2020 school year, teachers will continue to provide students with instruction using one of the three remote learning options:
  - a. District-Provided Instructional Materials with Teacher Support

- b. Teacher-Led Hybrid Instruction
- c. Teacher-Led Full Digital Instruction

8. The Parties agree to meet at the request of either party to address concerns and problem solve.

This MOU embodies the complete agreement and understanding among the Parties. This MOU is entered into without reliance on any promise or representation other than those expressly contained herein.

If new legal or regulatory requirements are inconsistent with this MOU, or necessitates adding to or revising this MOU, the Parties agree to promptly meet and discuss the impact.

The MOU shall be non-precedential. The "Remote Learning" provisions shall expire at the end of the 2019-2020 school year. The 2019-2020 school year evaluation ratings as a result of this MOU shall remain effect..

For the purposes of this agreement, an end of year evaluation rating of "no-rating" is equivalent to approaching or better as it pertains to article 30-2-1 of the Master Agreement.

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

**Denver Public Schools:**

Miguel J. Perretta

Date: 04 / 30 / 2020

**Denver Classroom Teacher Association:**

Tiffany Cloi

Date: 4/30/2020

