

**MEMORANDUM OF UNDERSTANDING BETWEEN DENVER PUBLIC SCHOOLS
AND THE DENVER CLASSROOM TEACHERS ASSOCIATION REGARDING
NEGOTIATION OF THE HIGHEST PRIORITY SCHOOLS INCENTIVES**

This Memorandum of Understanding (MOU) is entered into between the Denver Public Schools (District or DPS) and the Denver Classroom Teachers Association (DCTA) regarding negotiation of the Highest Priority Schools incentives for teachers.

WHEREAS, the District and DCTA reaffirm the guiding principle from the Master Agreement that recognizes that the administration of our district is best accomplished when there is mutual respect between DPS and DCTA and a joint commitment to problem solving; and

WHEREAS, the District and DCTA acknowledge and commit to the terms of the Master Agreement, specifically:

Article 2-1: The District and the Association agree to abide by and enforce the provisions of this Agreement in good faith.

Article 2-8: This Agreement constitutes District policy for the term of said Agreement, and the Board and the Association will carry out the commitments contained herein and give them full force and effect.

Article 4-3: After January 1, [2017], upon request by either party, the Board and the Association will negotiate as provided in Article 6. Such negotiations shall conclude no later than May 1, [2017], unless extended by mutual consent. If impasse is reached, the parties shall use the vehicle for resolution as provided under Article 6-11.

Article 6-1: Written requests for negotiations between the Board and the Association may be submitted on such matters concerning teachers' salaries, wages, hours and conditions of employment. All proposals relevant to these issues are subject to negotiation. Such requests will specify the subject matter to be considered.

Article 6-12: Interim Negotiations. This provision is not intended to allow for changing the language or the intent of the existing Agreement outside of the normal bargaining cycle. From time to time, however, matters arise that the parties may need to address in a timely manner and when waiting until the next negotiations period is not practicable. Therefore, during the term of this Agreement and between regularly scheduled bargaining sessions, the parties may choose to engage in interim negotiations.

WHEREAS, the District and DCTA are jointly committed to bargaining in good faith and the District and DCTA have negotiated the Highest Priority incentive through this MOU; and


WHEREAS, the District and DCTA are jointly committed to the principle of attracting and retaining quality teachers and Specialized Service Providers (SSPs) in the highest-needs schools; and

WHEREAS, the District and DCTA are jointly committed to continually evaluating the Highest Priority incentives, including the role and effectiveness of the incentives in recruiting and retaining quality teachers and SSPs;

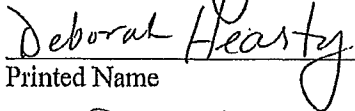
NOW THEREFORE, the parties agree as follows:

1. The District will continue to pay the schools identified for the Highest Priority incentives in the 2015-16 and 2016-17 school years under the current structure of the incentive. (Identified schools and structure are attached as Appendix A.)
2. The District will annually allocate non-ProComp trust funds sufficient to pay the Highest Priority Schools identified in this MOU.
3. In conjunction with the ProComp 3.0 efforts, the District and DCTA commit to working with an outside research authority, jointly chosen and supervised by the District and DCTA, to review and recommend strategies and methods for collecting and evaluating data regarding the effectiveness of the District's pay incentives informing teacher behavior. While good faith efforts will be made to minimize expense by using District staff and data to the extent possible, the parties recognize that additional, outside professional research may be necessary.
4. The ProComp Transition Team will review and approve changes, if any, to the current established criteria for adding or removing any school from the list of Highest Priority schools (attached as Appendix B). The District and DCTA can each propose changes to the established criteria throughout the duration of this MOU.
5. This Agreement is intended to fully and fairly resolve the DCTA grievance regarding bargaining the Highest Priority incentive. Because this settles the dispute, the parties agree that the DPS Board of Education does not need to vote on whether to approve or reject the decision of the arbitrator in this matter.
6. While it is the intent of the parties that the economic provisions of this Agreement shall remain in full force and effect during its term, in order to comply with the provisions of the TABOR Amendment and § 22-32-110(5), C.R.S., the provisions of this Agreement may be reopened by the District in connection with the annual adoption of its budget.
7. No amendment to this Agreement shall be valid unless reduced to writing and signed by the Parties.
8. While the parties intend for the Highest Priority incentives to be paid for a five-year period from the inception of the incentives in 2015, the parties agree that, consistent with Article 6-12-3 of the Master Agreement, this MOU will be reviewed when the parties renegotiate the Master Agreement. Further, the parties specifically acknowledge that they are currently engaged in the process of developing and negotiating the next iteration of the compensation system for employees covered by


the DPS/DCTA Master Agreement. The terms of the DCTA compensation system are specified in the ProComp agreement and the Master Agreement. The parties agree that this incentive, may be continued, modified, or terminated at an earlier date pursuant to the terms of a ProComp agreement or Master Agreement reached subsequent to the date of this MOU.



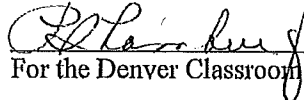
For Denver Public Schools



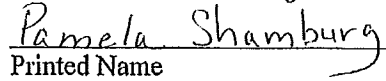
Printed Name



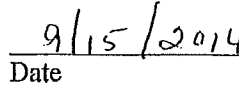
Date



For the Denver Classroom Teacher's Association



Printed Name



Date

Appendix A to Memorandum of Understanding Regarding the Negotiation of the Highest-Priority Schools Incentive

Highest-Priority Schools Identified in 2015-16

- Abraham Lincoln High School
- Bruce Randolph School
- Castro Elementary School
- Charles M. Schenck (CMS) Community School
- Cheltenham Elementary
- Collegiate Preparatory Academy
- Cowell Elementary School
- DCIS at Ford
- DCIS at Montbello
- Goldrick Elementary School
- Harrington Elementary
- Henry World Middle School
- High-Tech Early College
- Kepner Middle School
- Knapp Elementary School
- Lake International School
- Manual High School
- Marie L. Greenwood Academy
- McGlone Elementary School
- MLK Jr. Early College
- Munroe Elementary School
- Noel Community Arts School
- North High School
- Oakland Elementary
- Place Bridge Academy
- Schmitt Elementary
- Swansea Elementary School
- Trevista at Horace Mann
- West Generation Academy
- West Leadership Academy

Additional Highest-Priority Schools Identified in 2016-17

- Bear Valley International School
- Kepner Beacon Middle School

Structure of the Highest-Priority Schools Incentives

For teachers and SSPs at the highest-priority schools, the incentive will be paid as follows:

- For teachers or SSPs with an end-of-year LEAP or SSP GPS rating of Distinguished:
 - Highest-Priority Monthly Incentive: Up to an additional \$3,000 (i.e., up to \$250 per month)
 - Highest-Priority Retention Incentive: Up to an additional \$1,000
- For teachers or SSPs with an end-of-year LEAP or SSP GPS rating of Effective:
 - Highest-Priority Monthly Incentive: Up to an additional \$2,250 (i.e., up to \$187.50 per month)
 - Highest-Priority Retention Incentive: Up to an additional \$750
- For teachers or SSPs with an end-of-year LEAP or SSP GPS rating of Approaching:
 - Highest-Priority Monthly Incentive: Up to an additional \$1,500 (i.e., up to \$125 per month)
 - Highest-Priority Retention Incentive: Up to an additional \$500



Guiding principles for determining if schools should be added to the highest priority list:

- **Guiding Principle 1 – Principal HP list = Teacher HP list** – The list of schools used for the principal highest priority incentive should be the same as the list of schools used for the teacher highest priority incentives.*
- **Guiding Principle 2 – Continuity** – If a school designated as highest-priority is closed or phased out and a district-run school replaces the closed/phased-out school in the same physical building as the original highest-priority school, then that new school will carry out the original school's highest priority term.
- **Guiding Principle 3 – Budget neutral** – Both the principal highest priority incentive and the teacher highest priority incentives will remain budget neutral, based on budgets set for the 2015-16 school year. More specifically, a school cannot be added to the highest priority list without another full school coming off of the list.

- **Guiding Principle 4 – At-risk rating and tiered support framework used in adding schools** – If a school comes off of the highest priority list because of school closure, school phase-out, or the end of its highest priority term has been reached, then an additional school will be considered for inclusion on the highest priority list based on the school's at-risk indicator score, as defined by the DPS Accountability, Research & Evaluation (ARE) team, and the district's Tiered Support Framework (TSF).

Specifically, when considering additional schools for highest priority status, the first filter used will be the at-risk indicator score, ensuring that the top ten elementary and top ten secondary schools are considered, based on their at-risk indicator score. Then, the TSF will be utilized in determining highest priority eligibility. For example, if an elementary school is being considered for highest priority status, then the TSF will only be utilized if the ten elementary schools with the highest at-risk indicator scores already have highest priority status.

- **Guiding Principle 5 – Elementary schools are replaced with other elementary schools, and secondary schools are replaced with other secondary schools** – In other words, if a highest-priority secondary school closes and is not replaced by a district-run secondary school, then an additional secondary school would be considered for inclusion on the highest priority list, ensuring that the other guidance principles are simultaneously followed.
- **Guiding Principle 6 – Multi-year commitment** – If a school is added to the highest priority list, then that school will receive a multi-year commitment for its highest priority status. If a school was granted highest priority status for the 2015-16 school year or prior, it will maintain its highest priority status for a five-year term. If a school was granted highest priority status for the 2016-17 school year or after, then that school would maintain its highest priority status for a three-year term. At the end of a school's highest priority term, the above guiding principles will be applied in evaluating the school's continued highest priority eligibility or replacement.

This proposed evaluation would occur each January based on the most recent at-risk ratings. If a change to the highest priority list is to occur, then that change will be communicated to the appropriate school leader(s) and instructional superintendent(s) by the end of February.

**Principal Incentive: For schools that serve grades 6-12, only the designated high school principal is eligible to receive the highest priority incentive. The principal of the middle school in these scenarios is eligible for a separate incentive.*