Memorandum of Understanding
Between
School District No. 1 in the
City and County of Denver, State of Colorado
And the
Denver School Leader Association

SY2022-2023 Accelerated School Consolidation Decisions

This Memorandum of Understanding ("MOU") is made by and between the Denver Public Schools ("DPS") and the Denver School Leader Association ("DSLA"). In support thereof, DPS and DSLA (collectively the "Parties") agree to the following:

1. WHEREAS, the parties understand the challenges facing our educators in schools subject to consolidation, the importance of retaining educators for the remainder of the 2022-2023 school year, and that the continued success of the impacted communities are dependent upon sustained relationships between students, parents, and educators;

2. WHEREAS, the parties affirm that the declining enrollment resolution is due to structure and design reasons and is not a reflection on educator competency;

3. WHEREAS, giving the timing of the 2022-2023 school consolidation resolution it is in both parties interest to identify a tailored solution to address retention of Principals and Assistant Principals within the District;

4. THEREFORE, the parties agree to the following staffing implications as a result of the 2022-2023 school consolidation decisions:

Assistant Principals

   a. In the event of a consolidation of two or more schools into one school (hereinafter "Welcoming School"), the Assistant Principals from the consolidating schools will have their annual contract continued into the 2023-2024 school year at the Welcoming School.

   b. In the event that one school consolidates into two other schools (collectively the "Welcoming Schools"), Assistant Principals will be assigned at either of the Welcoming Schools with approval of the Welcoming School's Principal and Chief of Schools. The Assistant Principals annual contract will be continued into the 2023-2024 school year at either of the Welcoming Schools.

   c. In the event that one school consolidates into an enrollment zone/boundary where another school is not a viable option to consolidate with, Assistant Principals at the impacted schools will not have their annual contract continued into the 2023-2024 school year at their original schools.

   i. These Assistant Principals are also guaranteed two (2) interviews for open Assistant Principal positions to which they apply and are qualified. The Assistant Principals who do not secure a Principal or Assistant Principal position for the 2023-2024 school year will be placed in a
temporary Consolidated Assistant Principal Assignment contract, at the
District's sole discretion, for the 2023-2024 school year.
1. The Consolidated Assistant Principal Assignment is a covered
assignment by the DSLA bargaining unit.
2. Assistant Principals in a Consolidated Assistant Principal
Assignment will continue to be paid their full salary (including
incentives) during the length of the 2023-2024 school year
assignment.
3. The District will take into consideration the Assistant Principal's
licensure, qualifications, and experience into consideration when
identifying the temporary assignment.
   a. Prior to placement, these Assistant Principals may request
      an opportunity to meet with an agreed-upon designee from
      the Office of School to discuss their licensure,
      qualifications, and experiences.
4. If the Assistant Principal does not secure a mutual consent
assignment before May 1, 2024, the Consolidated Assistant
Principal Assignment contract will not continue into the 2024-2025
school year; however, the Assistant Principal will be immediately
eligible for rehire.

Principals

   d. In the event of a consolidation of two or more schools into one school
      (hereinafter "Welcoming School"), the Principals at the impacted school will not
      have their annual contract continued into the 2023-2024 school year at their
      original school.
      i. These Principals will have first consideration to interview for the
         Welcoming School Principal position.
      ii. If an impacted principal is not selected, the impacted principal will also
         have two (2) guaranteed interviews to open Principal positions to which
         they apply and are qualified.

   e. In the event that one school consolidates into two other schools (collectively the
      "Welcoming Schools"), the Principals at the impacted school will not have their
      annual contract continued into the 2023-2024 school year at their original school.
      i. These Principals will have first consideration to interview for the
         Welcoming School(s) Principal positions.
      ii. If an impacted Principal is not selected, the impacted Principal will also
         have two (2) guaranteed interviews to open Principal positions to which
         they apply and are qualified.

   f. In the event that one school consolidates into an enrollment zone/boundary
      where another school is not a viable option to consolidate with, the Principals at
      the impacted school will not have their annual contract continued into the
      2023-2024 school year at their original school.
i. These Principal’s will have the opportunity to interview for a total of two (2) open Principal positions to which they apply and are qualified.

g. Principals impacted as a result of school consolidation and who do not secure a Principal or Assistant Principal position for the 2023-2024 school year will be placed in a temporary Consolidated Principal Assignment contract, at the District’s sole discretion, for SY23-24.

i. The Consolidated Principal Assignment is a covered position by the DSLA bargaining unit.

ii. Principals in a Consolidated Principal Assignment will continue to be paid their full salary (including incentives) during the length of the 2023-2024 school year assignment.

iii. The District will take into consideration the Principal’s licensure, qualifications, and experience into consideration when identifying the temporary assignment.

1. Prior to placement, these Principals may request an opportunity to meet with an agreed-upon designee from the Office of School to discuss their licensure, qualifications, and experiences.

iv. If the Principal does not secure a mutual consent assignment before May 1, 2024, the Consolidated Principal Assignment contract will not continue into the 2024-2025 school year; however, the Principal will be immediately eligible for rehire.

5. Consolidated Principal Assignments and Consolidated Assistant Principal Assignments run concurrently with any school leader’s potential entitlement to limited term assignments under Teacher Employment, Compensation, and Dismissal Act (“TECDA”). These assignments are not an addition to limited term assignments nor an extension of such.

a. Any Consolidated Assistant Principal or Principal who is evaluated under LIFT will not have the LIFT rating impact their eligibility for non-probationary status under TECDA.

6. Except as expressly set forth in this MOU, the terms and conditions of the collective bargaining agreement will apply.

7. The MOU shall be non-precedential, it shall only apply to the 2022-2023 school consolidation resolution and shall expire at the end of the 2023-2024 school year.

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

Denver School Leader Association:
Name: [Signature]
Title: President
Date: 3/1/23

Denver Public Schools:
Name: [Signature]
Title: Executive Board, ER
Date: 3/1/23