


## MEMORANDUM OF UNDERSTANDING

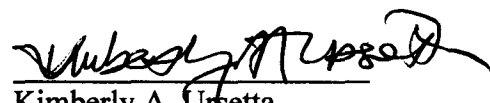
This Memorandum of Understanding is entered into this 28<sup>th</sup> day of September, 2007 by and between Denver Public Schools, School District No. 1 in the City and County of Denver (hereinafter "District"), and the Denver Classroom Teachers Association (hereinafter "Association"), collectively the Parties. The District and the Association hereby agree as follows:

1. The Parties acknowledge that District employees covered by the Collective Bargaining Agreement shall be afforded the protections and procedures outlined in the Collective Bargaining Agreement relating to school closures contemplated for Board of Education action on November 19, 2007. The Parties will meet following the announcement of the schools under consideration to discuss which contract provisions will apply to affected employees.
2. The Parties agree on each of the two remaining planning days in the 2007-08 school year that a minimum of six hours shall be reserved for self-directed instructional planning, allowing the remainder for any activities initiated by the school administration. The Parties agree that the one day added to the contract year in 2007-08 shall occur on May 30<sup>th</sup>. On that day, all teachers shall report to the school to which they are assigned for the 2008-09 school year for five (5) hours of self-directed planning time and three (3) hours to be decided upon by the SLT at the school.
3. The Association agrees to work with the District to educate DCTA members and the public about the unique challenges of funding the DPS retirement system and consider a multi-faceted approach to mitigating the District's pension-related expenses, including the possibility of the District executing a new pension finance transaction. Should the District successfully complete its contemplated pension finance transaction this year, the Parties agree that during negotiations for 2008-09 that one additional planning day and one student contact will be added to the contract year, (bringing the total days in the contract year to 184). One of the two additional days will be paid for by the District. Any salary increase agreed to for the 2008-2009 school year shall include consideration for the one additional paid day in addition to a cost of living increase. Of the six (6) total planning days for 08-09 two full days shall be entirely reserved for self-directed teacher planning. The use of the four existing planning days shall be reserved for four hours of self directed instructional planning and four hours as determined by the School Leadership Team.
4. The Parties recognize the importance of examining and discussing current pay rates for daily substitute teachers and to negotiate an agreement on an increase in pay for daily substitutes for all schools over the course of the next several weeks. The Parties envision that such an agreement is likely to provide for higher daily substitute pay for those schools that have more difficulty in attracting substitute teachers.

5. The Parties agree to convene a committee with parent, Association, and District representatives to evaluate and make recommendations to the Board of Education on policies regarding student promotion, retention, and acceleration.
6. The Parties acknowledge that the committee currently evaluating policy regarding student discipline will take into account the recommendations regarding student discipline included in the DCTA – Promoting School Success.
7. The Parties agree that it would be beneficial for the Parties to commence small-group discussions about issues of concern from either side in the Collective Bargaining Agreement later this fall. The purpose of such discussions would be to increase each Party's understanding of the other Party's concerns and help develop potential approaches to resolve such concerns in advance of commencement of negotiations on the Collective Bargaining Agreement in Spring 2008.
8. The Parties acknowledge that Article 10 – Teacher Evaluation, of the Collective Bargaining Agreement is being evaluated by the DPS / DCTA Joint 1338 Committee for recommended amendments. The Parties intend that amendments to Article 10 agreed to by the District and the Association will be submitted for ratification in December 2007, when the parties are also seeking to have changes in the Pro Comp Agreement ratified.
9. The Parties acknowledge and accept the findings in the Opinion and Award of Arbitrator Richard Fincher, dated August 31, 2007 in the matter of Arbitration between Denver Classroom Teachers Association and School District No.1, Case No. AAA 77-390-00091-07 CHCA, including an obligation by the District under Article 5-6 of the Collective Bargaining Agreement to provide the Association President with a more focused list of schools subject to restructuring, redesign, or program change. Absent agreement between the parties as to the scope of the more focused list of schools the district will provide a list of the “top ten schools” for discussion.
10. The Parties agree to negotiate the subject of retention bonuses for teachers whose schools are to be closed for the 08-09school year.
11. Inclusive of the extra day added to the contract year, salaries in 2007-08 school year shall be increased 4.0%, retroactive to September 1, 2007. The benefits allowance shall be increased to \$396 per month, retroactive to July 1, 2007.

This Memorandum of Understanding shall expire on August 31, 2008.

  
Michael F. Bennet  
Superintendent  
Denver Public Schools

  
Kimberly A. Ursetta  
President  
Denver Classroom Teachers Association

The Board of Education hereby ratified the Memorandum of Understanding between the Denver Classroom Teachers Association and Denver Public Schools on October 18, 2007.

SCHOOL DISTRICT NO. 1 IN  
THE CITY AND COUNTY OF DENVER

By: Theresa Peña  
Theresa Peña, President

Attest:

By: Jeannie Kaplan  
Jeannie Kaplan, Secretary