

MEMORANDUM OF UNDERSTANDING

The Professional Compensation System for Teachers, dated March 20, 2004 to December 31, 2013, as amended most recently on April 17, 2015 (the "ProComp Agreement") entered into by the Denver Public Schools (DPS) and the Denver Classroom Teachers Association (DCTA) (collectively, "the Parties") is amended as follows:

1. The ProComp Agreement is extended through September 1st, 2015.
2. Notwithstanding the Comprehensive Performance Evaluation Incentive provisions of the ProComp Agreement, the following shall apply:
 - a. For the 2014-2015 school year, the definition of "satisfactory," for purposes of the Comprehensive Performance Evaluation (CPE) incentive under ProComp only, shall be any teacher not on a Remediation Plan/PIP, or on paid or unpaid administrative leave pending dismissal, as of June 5, 2015. However, a teacher who is on a plan as of June 5, 2015 and successfully completes the plan shall be deemed "satisfactory" as of the date the plan is completed and shall be eligible for the 2014-2015 CPE incentive payment commencing after the date of successful completion of the plan.
 - b. Beginning with incentives earned in the 2014-2015 school year, the CPE incentive shall be revised to align with an annual evaluation cycle. Non-probationary teachers who are eligible for and meet the criteria to receive the incentive will receive 1% of the index each year, rather than 3% of the index every three years.
 - c. If a non-probationary teacher would have been entitled to a 3% increase in September 2015 under the evaluation cycle prior to the realignment in paragraph b, the teacher will be eligible to receive a 3% increase in September 2015 and will begin the annual cycle for the CPE incentive in the 2015-2016 school year.
 - d. If a non-probationary teacher would have been entitled to 2% increase in September 2015 under the evaluation cycle prior to the realignment in paragraph b, the teacher will be eligible to receive a 2% increase in September 2015 and will begin the annual cycle for the CPE incentive in the 2015-2016 school year.
3. The Parties will begin negotiations on the potential extension and/or revisions to the Peer Assistance and Review MOU, including Attachment A (Article 10 of the Master Agreement) in May 2015.
4. Given the transition to a new state assessment system and the current ambiguity regarding the data available for calculation of the Exceeds

Expectation and High Growth incentives earned in the 2014-2015 school year, the Parties agree to negotiate how the Exceeds Expectation and High Growth incentives will be awarded if growth data is not available from the state for either Math or English Language Arts.

5. The Exceeds Expectations, High Growth, and Top Performing incentives earned during the 2014-2015 school year shall be paid during the 2015-2016 school year, as soon as the state data is available (currently anticipated to be paid by the end of March 2016). For the 2014-2015 school year only, the Top Performing and High Growth incentives shall be combined into the High Growth incentive for a total of 12.8% of the ProComp index.
6. The Parties agree that the terms of this Agreement do not set precedent for either party nor will they limit the topics, scope, concepts, strategies or results of future negotiations. This agreement does not set the Parties' standard for unsatisfactory performance pursuant to TECDA or in any way affect the definition of "ineffective" pursuant to TECDA, the Licensed Personnel Performance Evaluation Act, or accompanying State regulations.

DCTA Representative

By: Robert Gould

Date: 4/23/15

DPS Representative

By: Justin M. Mue

Date: 4/21/15