

MEMORANDUM OF UNDERSTANDING Teachers, Mental Health Employees & Nurses

Negotiations and Multi-Year Agreement

The parties have reached a three (3) year agreement commencing on July 1, 2017, and ending on June 30, 2020. This Memorandum of Understanding (MOU) sets forth the agreement of the parties with respect to the matters addressed herein. To the extent that there is an inconsistency between the provisions of this MOU and any Negotiated Policy, the terms of this MOU shall control with respect to the matter at issue.

1. For the 2017-2018 school year only, members of employee groups covered by this MOU who are paid on the teacher salary schedule and who are eligible to do so, will receive normal vertical and horizontal movement on the salary schedule according to the provisions of Policy 4141-F and Policy 4141-G. In addition, there will be a percentage increase to all cells of the salary schedule equal to 3.3%. This percentage increase shall also be applied to the other “add-on” forms of compensation for those eligible included in Policy 4141 [i.e., curriculum pay, responsibility factor (RF) pay, student achievement incentive plan pay, and maximum salary increase].
2. For the 2018-2019 school year only, it is the parties’ intention, subject to the limitations set forth herein, that members of employee groups covered by this MOU who are paid on the teacher salary schedule and who are eligible to do so, will receive normal vertical and horizontal movement on the salary schedule according to the provisions of Policy 4141-F and Policy 4141-G and that there will be a percentage increase to all cells of the salary schedule (as well as the other “add-on” forms of compensation included in Policy 4141, referenced in paragraph 1 above) equal to the percentage change in the Per Pupil Revenue (“PPR”) (as that term is defined in the 1994 School Finance Act, as annually amended, used to calculate the cost of living adjustment to salaries under Policy 4141) compared to the prior year’s PPR. If the PPR percentage change is negative, the increase will be 0%. If the PPR percentage change is greater than the Denver-Boulder Consumer Price Index (CPI) percentage used by the legislature in its budget calculations, the increase will be the CPI percentage.

In addition, the parties agree that during bargaining in the 2017-2018 school year for the 2018-2019 negotiated agreement, the following issues shall be subject to automatic reopening: compensation and benefits not related to the above (ex. supplemental pay, benefits); and language items identified during negotiations for the 2017-18 school-year; i.e., mental health status, evaluation language (T, SSP, N, MH), RIF, clarification on benefits contributions termination, clarification on matters of time (time during the day, planning time, time reductions, changes in start/end times), Career Technical Education (CTE) flexibility, innovation waivers, and administrator on teacher bullying prevention.

Each party may also bring one additional non-financial item in 2017-2018 negotiations for the 2018-2019 negotiated agreement.

3. For the 2019-2020 school year only, it is the parties’ intention, subject to the limitations set forth herein, that members of employee groups covered by this MOU who are paid on the teacher salary schedule and who are eligible to do so, will receive normal vertical and horizontal movement on the salary schedule according to the provisions of Policy 4141-F

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and Policy 4141-G and that there will be a percentage increase to all cells of the salary schedule (as well as the other “add-on” forms of compensation included in Policy 4141, referenced in paragraph 1 above) equal to the percentage change in the Per Pupil Revenue (“PPR”) compared to the prior year’s PPR. If the PPR percentage change is negative, the increase will be 0%. If the PPR percentage change is greater than the Denver-Boulder Consumer Price Index (CPI) percentage used by the legislature in its budget calculations, the increase will be the CPI percentage.

In addition, the parties agree that during bargaining 2018-2019 school year for the 2019-2020 negotiated agreement, compensation and benefits not related to the above (ex. supplemental pay, benefits) shall be subject to automatic reopening, and if they are not resolved during bargaining for the 2018-2019 school year, the following issues shall also be subject to automatic reopening: language items identified during negotiations for the 2017-18 school-year; i.e., mental health status, evaluation language (T, SSP, N, MH), RIF, clarification on benefits contributions termination, clarification on matters of time (time during the day, planning time, time reductions, changes in start/end times), Career Technical Education (CTE) flexibility, innovation waivers, and administrator on teacher bullying prevention. If either party brought an item to the prior year’s bargaining that was not resolved, that item or both items will also be automatically reopened unless the party that initiated the item chooses not to re-open it.

The parties also may bring one additional non-financial item.

4. For the 2018-2019 and 2019-2020 school years only, Policy 4135(4) – (9) on Initiating Negotiations, the Nature of Negotiations, Adopting Recommendations, Mediation, Conducting Mediation, and Fact Finding will be suspended relative to bargaining changes to the Negotiated Policies to the extent that a provision may be in conflict with the terms of this memorandum except under one or more of the following circumstances:
 - (a) As necessary with respect to those issues to be bargained pursuant to sections 2 and 3 above;
 - (b) If the parties mutually agree to open negotiations on one or more items not directly related to financial provisions; to the extent possible the party seeking mutual agreement to re-open such negotiations shall begin discussions with the other party no later than January 1st of either 2018 and/or 2019, on specific items. Neither party shall be required to enter into negotiations without consent on non-financial items not otherwise identified in this memorandum.
 - (c) In the event that the year-over-year percentage change in PPR used to calculate the cost of living adjustment to salaries under Policy 4141 in the 2018-2019 the_2019-2020 school years or both is less than zero percent (0%) or greater than CPI, then the parties shall reopen negotiations in each instance to assess the implications upon the District’s budget and available funds for compensation adjustments, if any.

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5. Notwithstanding anything in this MOU to the contrary, pursuant to Colo. Rev. Stat. 22-32-110(5), all provisions of this MOU and any provisions of the negotiated policies pertaining to compensation and benefits, including but not limited to salary schedule movement, cost of living increases, “add-on” compensation, employee health and welfare benefits and the District contribution towards those benefits may be subject to reopening each year per Policy 4135-6-D which states: “The parties recognize that the Board must, by law, adopt a salary schedule commensurate with its ability to fund future budgets. Therefore, in the event of a reduction in the District’s overall revenue that may lead to the District’s inability to fund the agreed to salary and benefits, the Board may move to reopen negotiations on financial matters (e.g.: salary, benefits, and work year) in order to achieve a balanced budget.” Therefore, in the event of any such reduction, the parties agree that negotiations must be reactivated on economic matters related to teachers' salaries and fringe benefits and any policy concerning economic items that have been adopted will have to be modified commensurate with the funds available if the District notifies the Association of its desire to re-open negotiations and said policies.

Adopted: May 22, 2017
Effective: July 1, 2017

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