TENTATIVE AGREEMENT BETWEEN SCHOOL DISTRICT #1 DENVER PUBLIC SCHOOLS AND DENVER CLASSROOM TEACHERS ASSOCIATION

Denver Public Schools (District) and the Denver Classroom Teachers Association (the Association) agree to enter into an amended Professional Compensation Agreement (ProComp Agreement), which will memorialize the following:

A. Term of the Agreement:

1. This Agreement will be in effect from January 19, 2019 through August 31, 2022. The Master Agreement will be extended to expire concurrently with the ProComp Agreement. The terms of this tentative agreement will be integrated into the Master Agreement.

B. Covered Employees:

- 1. This Tentative Agreement applies to Teachers and Specialized Service Providers (referred to as "Educators") within the DCTA Bargaining Unit.
- 2. This Tentative Agreement covers Educators who are on either the Traditional Salary Schedule or who are currently enrolled in ProComp. Any incentives for teachers/SSPs on the traditional salary schedule under Article 27 of the Master Agreement will no longer be in effect and will be replaced by the terms of this Agreement. It will also apply to any newly hired bargaining unit members.

C. Salary Setting for Current and New Employees:

- 1. An Educator's salary will be set based on years of service and where they fall on the lanes, consistent with the attached Salary Schedule.
- 2. For new employees, a maximum of ten years of experience will be credited.
- SSPs that require a Masters of less than 54 credits will be placed in the MA Lane. An SSP whose position requires a Masters that takes 54 or more credits will be placed in MA+18.

D. Base Building Incentives:

1. **Professional Evaluation step**: Effective August 1 of each year, an Educator is eligible to advance one step, consistent with the Salary Schedule, if they receive an approaching or better rating on their end-of-year evaluation rating in the previous year.

Horizontal Movement across the Salary Schedule:

• Lane placement is determined by educational level plus an additional lane for each of the following: longevity, Advanced License/National Board.

Ways to earn credits to move on the salary schedule:

- Longevity -- Ten years of service in DPS classrooms (in DCTA bargaining unit) within the last fifteen years ("Longevity") equals one lane change with a cap at Lane MA+54. If a bargaining unit employee is in Masters + 54 or Doctorate and not able to use the Longevity, Educators will receive a base increase of \$2,000. Longevity movement or a one-time base increase can only be earned once.
- Advanced Licenses/National Board Certification equals one lane change with a cap at Lane MA+54. If a bargaining unit employee is in Ma + 54 or Doctorate and unable to apply Advanced Licenses/National Board Certification to advance a lane, they will receive a base increase of \$2,000. Advanced Licenses/National Board Certification can only be used once.
 - DPS and DCTA will collaborate on a comparative analysis of the SSP salaries and incentive(s) in order to make recommendations to the ProComp Implementation Team on potential changes to the rules regarding advanced licensure movement and/or the hard-to-fill incentive for these positions prior to the end of the 2018-2019 school year.
- Movement earned through credit (university or PDU) past the BA+36/MA lane requires a Masters. Movement into the Doctorate requires a Doctorate.
- Professional Development and University Credits
 - Credits for salary advancement may be obtained from
 - (1) College credits, which must come from regionally accredited university programs earned post-BA in a birth through twenty-one content or focus area; Credits must have been completed after the Educator's most recent and highest degree was conferred.
 - (2) Professional Development Units (PDUs) as described below;
 - (3) District-sponsored PDUs provided by external providers and
 - (4) Continuing Education Units (CEUs) approved by DPS in accordance with professional affiliations/associations for PDU credits. The ProComp Implementation Team will approve the guidelines for CEU-based PDU credits.
 - A PDU is differentiated, action research learning with application to practice designed to support teachers and SSPs to improve or acquire skills focused on topics of student need, including closing the opportunity gap.

- PDUs have three components Study, Demonstration, and Reflection, with a course of study of at least 45 hours for three credits. The approved PDU proposal will document how the time will be allocated based on the PDU guidelines.
- As documented in the approved PDU proposal, the 45 hours will include:
 - Time in instruction and/or participation in a learning cohort outside the school day
 - time to read and study; and
 - time to reflect and apply learnings.
- The author of the PDU proposal will determine and map out the allocation of the 45 hours.
- Participants will not need to submit additional documentation of their hours of work;
 the approved PDU completion will be adequate to apply for the lane change.
- As with a college course, participants will earn the three credits upon facilitator acknowledgment of completion.
- Some courses of study might be offered for a PDU or university credit. In these cases, participants need to choose either the PDU or the university credit, not both.
- Teachers and SSPs can complete up to two PDUs per year.
- All applications for PDUs must be submitted according to established guidelines. The ProComp Implementation Team will approve the guidelines by consensus.
- PDUs will be approved and managed by designated district leader on professional development.
- Employees who are not eligible to move a lane receive a \$1000 payment for every PDU earned (BA+36 without a Masters, MA+54, and Doctorate).
- o Teachers and SSPs that facilitate PDUs will be paid a flat \$1500 stipend per PDU.
- Required professional development will follow Master Agreement contract language and is not eligible for PDUs, with the exception of district required ELA courses discussed below.
- Participants in required DPS ELA courses will earn DPS credit and/or graduate credit that can be used for lane movement. DPS credit (15 contact hours is the equivalent of 1 credit) is available for all ELA required classes; university credit (paid for by DPS) is available for certain courses. Participants cannot earn both DPS credit and university credit for the same class.

- Salary advancement may consist of a combination of post-BA university credits as well as DPS credits. College or university credit must be from a DPS approved institution of higher learning and applicable to the employee's current or future teaching/role or related educational field.
- It is the employee's responsibility to initiate a request for horizontal increases in salary due to additional hours of training credit. Credit submitted and resulting in horizontal movement will be effective no later than 30 days following submission and approval of the official transcript.

E. Incentives:

1. Distinguished Schools

Each year, the bargaining unit members in up to ten (10) schools may receive the Distinguished Schools Incentive for their work around the whole child. Those schools shall be awarded this \$750 non-base building incentive based upon a process mutually created by the Association and the District. The ten (10) schools must include a variety of student populations and regions from ECE-High school including Pathways schools. Schools are only able to receive the bonus once every three (3) years. The criteria will be defined by the ProComp Implementation Team no later than April 30 of each year for the next year's incentive.

- a. The ProComp Implementation team shall use a process that considers the following when awarding the Distinguished Schools Incentive:
 - 1. Health Education
 - 2. Physical Education and Physical Activity
 - 3. Nutrition Environment and Services
 - 4. Health Services
 - 5. Counseling, Psychology, and Social Support Services
 - 6. Social and Emotional School Climate
 - 7. Physical Environment
 - 8. Employee Wellness
 - 9. Family Engagement
 - 10. Community Involvement
 - 11. Support for students in historically marginalized groups
- b. The ProComp Implementation Team shall not use any of the following when deciding which schools will receive the distinguished schools incentive:
 - 1. The School Performance Framework
 - 2. LEAP Ratings
 - 3. The Student Perception Surveys used as part of the LEAP Process
- c. The incentive shall be awarded in a lump sum no later than May 31 of each year.

2. **Hard-to-Fill Positions Incentive:** Educators working in assignments identified by ProComp Implementation Team as hard-to-fill shall receive an incentive of \$2,000/year.

The Department of Human Resources shall create and the ProComp Implementation Team will approve a set of data that includes data on teacher supply and teacher turnover for identifying hard-to-fill assignments.

3. Hard to Staff Schools Incentives:

- i. Title I Incentive: All Educators who work in a Title I school will receive \$2,000/year in a non-base incentive.
- ii. In addition to the Title I incentive, Educators who are retained in a Highest Priority School will receive a \$3,000 retention bonus, paid as a lump sum in the fall for returning bargaining unit members. A maximum of 30 schools will be eligible for this incentive. DPS and DCTA will agree to criteria for how these schools are identified. The change from \$2,500 to \$3,000 will be funded by the elimination of all central office executive performance-based bonuses.
 - 1. DPS and DCTA will commission a joint research project conducted during the term of this agreement to examine the root causes of educator retention and turnover throughout the district's High Priority Schools in order to identify possible solutions. The findings shall be utilized to determine if the incentive shall be continued.
 - 2. HPI incentives earned during the 2018-2019 school year shall be paid in the fall of 2019 in accordance with the current HPI structure and guidelines.
- 4. **Tuition Reimbursement:** Educators may receive reimbursement for up to a career maximum of \$6,000 spent on repayment of student loans or reimbursement for the direct costs of their professional development related to assignment(s) for which they are or could become qualified. Educators shall be eligible for up to \$1,000 in any school year. The Payroll Department will maintain guidelines for tuition reimbursement. The ProComp Implementation Team will review and approve any substantive changes to these guidelines. The ProComp Implementation Team has the authority to increase the career maximum amount if the budget of the Trust supports the expansion.

F. Additional Financial Terms:

1. DPS will continue to honor the 2017-2020 Financial Agreement, which invested \$ 45.3M million new dollars in teacher compensation over the course of the 2017-18, 2018-19, 2019-20 school years.

If DPS and DCTA agree to a new structure for ProComp 3.0, DPS agrees to reopen the Financial Agreement in order to add \$23 million new dollars to the system for 2019-20.

2. DPS will also use up to \$6 million from the ProComp Trust Fund balance to cover the transition costs. The funds for transition costs will ensure:

- i. All educators will receive a base-pay increase in 2019-20.
- ii. Current employees who are below the agreed-upon Salary Schedule will be placed on the schedule according to their current years of service and the lane for which they are eligible.
- iii. Current employees who are above the agreed-upon Salary Schedule will not see any decrease in their salary. Current employees who are above the Salary Schedule will receive an agreed upon cost-of-living increase (75% base and 25% in a non-base payment) each year until the Salary Schedule catches up with them and they begin advancing on the Salary Schedule.
- iv. Educators who have six (6) or more banked PDUs as of January 19, 2019 may either receive a lump sum payout for all of their PDUs on or before November 7, 2019 or move one (1) lane, if they remain employed by the district. Educators with less than six (6) PDUs shall receive a lump sum payout for all of their PDUs on or before November 7, 2019. Each PDU will be valued at \$1700 when cashed out in lump sum.

G. Financial Terms for the 2020-21 and 2021-22 School Years:

- The district will provide a cost-of-living adjustment (COLA) for the 2020-21 and 2021-22 school years equivalent to Denver-Aurora-Lakewood Consumer Price Index (CPI) used in the calculation of the School Finance Act of CPI. The 2020-21 COLA will be paid as a flat amount which is calculated by multiplying the average base salary by CPI. The 2021-22 COLA will be paid as a percentage.
- 2. The financial terms of this Agreement will remain in effect until July 31, 2022 and replace the 2017-2020 Financial Agreement. While it is the intent of the parties that the economic provisions in this Agreement shall remain in full force and effect during its term, in order to comply with the provisions of the TABOR Amendment and §22-31-11(5) C.R.C, the provisions of the Agreement relating to benefits may be reopened by the District in connection with its annual adoption of its budget.

H. Implementation Terms:

- 1. Educators will be placed on the Salary Schedule and begin receiving the incentives in this Agreement beginning August 1, 2019.
- 2. Educators will still receive all current ProComp incentives for the remainder of the 2018-19 school year according to current procedures.

| Signature: | Signature: |
|-------------|-------------|
| Print Name: | Print Name: |
| Date: | Date: |

| DCTA 2/14/19 - 5:30AM | | | | | | | | |
|-----------------------|--------|--------|----------|--------|--------|--------|-----------|--|
| Step/Lane | BA | BA+18 | BA+36/MA | MA+18 | MA+36 | MA+54 | Doctorate | |
| 1 | 45,800 | 47,824 | 50,343 | 53,091 | 55,839 | 58,587 | 61,335 | |
| 2 | 46,869 | 49,499 | 52,018 | 54,831 | 57,579 | 60,327 | 63,344 | |
| 3 | 48,434 | 51,175 | 53,694 | 56,572 | 59,320 | 62,068 | 65,353 | |
| 4 | 49,998 | 52,850 | 55,369 | 58,312 | 61,060 | 63,808 | 67,362 | |
| 5 | 51,563 | 54,525 | 57,044 | 60,053 | 62,801 | 65,549 | 69,371 | |
| 6 | 53,127 | 56,201 | 58,720 | 61,793 | 64,541 | 67,289 | 71,380 | |
| 7 | 54,692 | 57,876 | 60,395 | 63,534 | 66,282 | 69,030 | 73,389 | |
| 8 | 56,256 | 59,551 | 62,070 | 65,274 | 68,022 | 70,770 | 75,398 | |
| 9 | 57,820 | 61,227 | 63,746 | 67,014 | 69,762 | 72,510 | 77,407 | |
| 10 | 59,385 | 62,902 | 65,421 | 68,755 | 71,503 | 74,251 | 79,416 | |
| 11 | 60,949 | 64,577 | 67,096 | 70,495 | 73,243 | 75,991 | 81,424 | |
| 12 | 62,514 | 66,252 | 68,771 | 72,236 | 74,984 | 77,732 | 83,433 | |
| 13 | 64,078 | 67,928 | 70,447 | 73,976 | 76,724 | 79,472 | 85,442 | |
| 14 | 65,642 | 69,603 | 72,122 | 75,716 | 78,464 | 81,212 | 87,451 | |
| 15 | 67,207 | 71,278 | 73,797 | 77,457 | 80,205 | 82,953 | 89,460 | |
| 16 | 68,771 | 72,954 | 75,473 | 79,197 | 81,945 | 84,693 | 91,469 | |
| 17 | 70,336 | 74,629 | 77,148 | 80,938 | 83,686 | 86,434 | 93,478 | |
| 18 | 71,900 | 76,304 | 78,823 | 82,678 | 85,426 | 88,174 | 95,487 | |
| 19 | 73,465 | 77,980 | 80,499 | 84,419 | 87,167 | 89,915 | 97,496 | |
| 20 | 75,029 | 79,655 | 82,174 | 86,159 | 88,907 | 91,655 | 100,000 | |

Additional Terms:

(a) Each PDU shall be the equivalent of three (3) college credits for the purposes of moving lanes.

(b) Educators with a National Board Certification &/or Advanced License/Certificate shall receive one (1) lane movement.

If one additional lane is not available, a \$2000 increase to base shall be awarded.

(c) Educators who are unable to move a lane for longevity shall receive a \$2,000 increase to base.

| Incentive | Per Year |
|--------------------------------------|----------|
| Distinquished Schools (10 Schools) | \$750 |
| Hard-to-Staff Positions | \$2,000 |
| Title 1 | \$2,000 |
| Highest Priority Incentive | \$3,000 |
| Tuition Reimbursement (Max. \$6,000) | \$1,000 |