

**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, 2024. 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 the 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 incentives in this Agreement. It will also apply to any new DPS Educator.

C. Salary Setting for Current and New Employees:

1. The Salary Schedule will have six lanes.
2. An Educator’s salary will be set based on years of service and where they fall on the Advanced Educator lanes, consistent with the attached Salary Schedule.
3. For new employees, a maximum of ten years of experience will be credited.

D. Base Building Incentives:

1. **Professional Evaluation Incentive (step):** Effective August 1 of each year, an Educator is eligible to receive 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.

2. Lanes Based on Accumulation of Credits, Advanced Degrees, Advanced Licensure and National Board, and 10 Years of Service in DPS Classrooms:

A	B	C	D	E	F
BA	BA+20	MA/ BA+45	MA+30	MA+60	Doctorate
<p><u>Ways to earn credits:</u> university credits; 1 PDU = 3 credits <u>DPS Professional Development Credits</u>; 10 years of service in DPS classrooms = 30 credits; National Board and Advanced Licenses= 30 credits</p>					

- University Credits – Within an ECE-12 content area; certification/license/specialist in an ECE-12 focus area.
- Longevity -- Ten years of service in DPS classrooms (in DCTA bargaining unit) within the last fifteen years (“Longevity”).
- Movement past lane C requires a Masters.
- Professional Development ~~Credits~~Units
 - Credit on the employee salary schedule can be granted for successful completion of District programs or courses that have been identified as qualifying for salary credit by District administration. Fifteen (15) DPS contact hours is equivalent to one (1) credit.
 - Employees may submit credits for salary advancement on the salary schedule at a rate of 15 contact hours per credit. Credits may be obtained from accredited graduate programs or from the internal DPS professional development program.
 - All applications for DPS salary credits must be submitted according to established guidelines and approved by the Superintendent designated district leader on professional development.
 - Professional development approved for salary credit must be aligned with DPS priorities with a focus on learning that will help the District close the opportunity gap for our students. (DPS may offer additional professional development options that do not qualify for salary advancement credit.)
 - Required professional development will follow Master Agreement contract language; instructors teaching outside of the normal workday are paid at the curriculum rate.
 - Participants do not receive credit/DPS contact hours for attendance during the workday.
 - Participants in required DPS ELA courses will earn DPS credit and/or university 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 graduate credits as well as DPS salary credits. College or university credit must be from a DPS approved institution of

- higher learning and applicable to the employee's 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 is effective with the start of the pay period following submission of the official transcript.
- Employees may accrue DPS educational credits for a maximum of 3 years.
- Employees who are not eligible to move a lane receive a \$1000 payment for every 15 credits earned (lane 5 and 6).
- Hours of credit earned after a BA, but before an MA is earned, cannot be applied to the MA columns. Only hours earned in semesters after the MA conferral date can be used for horizontal movement beyond Lane 3.
- The parties agree to the creation of an advisory committee to make further recommendations regarding policies and procedures for implementation.

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 a monthly pro-rated incentive of \$2,500.

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. **High Poverty Schools Incentives:**

- i. Title I Incentive: All Educators who work in a Title I school will receive \$2,500/year in a non-base incentive that will be paid monthly.
- ii. In addition to the Title I incentive, Educators who are retained in a Highest Priority School will receive a ~~\$3,000~~\$2,500 retention bonus, paid as a lump sum in the fall. 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. The current Highest Priority Schools will continue to receive the current Highest Priority Incentives for the 2019-20 school year and this new incentive will go into effect with potentially new schools in 2020-21.

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.
2. If DPS and DCTA agree to a new structure for ProComp 3.0, DPS agrees to re-open the Financial Agreement in order to add ~~\$20.5~~\$23.5 million new dollars to the system for 2019-20. This includes:
 - i. \$4 Million from the Governor's proposed budget that will be released this year and
 - ii. ~~\$10.5~~\$13 Million from budget cuts to central administration supports.
 - iii. \$6 Million from new funding by the state for 1.0 kindergarten.

3. 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 (25% base and 75% in a non-base payment) each year until the Salary Schedule catches up with them and they begin advancing on the Salary Schedule.
 - iv. DPS and DCTA will agree on a fair method to address banked PDUs. Educators who have banked PDUs as of January 19, 2019 will receive a lump sum payout for all of their PDUs on or before November 7, 2019, under the following terms: they remain employed by the district and each PDU will be valued at \$1700 (more than 200% of current value).

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

- i. DPS will provide an additional ~~\$23~~ million of new dollar into ongoing teacher compensation for FY 20-21 above the below proposed COLA. There will be another \$1 million above the proposed COLA for 2021-22. The funding will come from the annualization of cuts implemented in FY 19-20 and from additional efficiencies able to be implemented during that fiscal year.
- ii. The district will provide a cost-of-living adjustment (COLA) for the 2020-21 and 2021-22 school years as follows:
 1. The 2020-21 COLA equals the Denver-Boulder-Greeley Consumer Price Index (CPI) used in the calculation of the School Finance Act plus the district turnover savings for 2019-20 minus the estimated cost of steps and lanes for 2019-20.
 2. The 2021-22 COLA equals the Denver-Boulder-Greeley CPI used in the calculation of the School Finance Act plus the district turnover savings for 2020-21 minus the cost of steps and lanes for 2020-21.
 3. The COLA for these years will be paid at a flat amount.
 4. Cost of steps and lanes will be calculated by looking at the step and lane movement each year between December 1st of the previous year and November 30th of the current year.
 5. Turnover Savings – This will be calculated based the roster of individuals governed by this agreement who have left the DCTA bargaining unit and

are replaced between December 1st of the previous year and November 30th of the current year.

G. 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. For example, educators can submit evidence of completion of an advanced degree or advanced license or Professional Development Unit for the remainder of the 2018-19 school year and we will follow current procedures.
3. In order to decrease overhead expenses and simplify the implementation of the Agreement, the District will no longer use the invoicing process. An oversight committee will be charged with periodic review to assure that ProComp funding continues to supplement, rather than supplant, general fund investment in teacher compensation.
4. This District assumes the risk of the cost of the financial model for the 2019-20 school year. The way that this will be accomplished is that we will determine the total base cost of the model at the time of signing this Agreement. Based on the full-time equivalent number (FTE count), we will have a published average base pay per FTE. Then by June 30, 2020, we will calculate a true-up to assure that we paid the published average base pay per FTE. If on June 30, 2020 the average base salary per FTE is more than \$50 below the average base salary, the District will make the following adjustments:
 - i. By September 30, the District will provide each FTE a cash payment equal to the committed base salary per FTE minus the actual base salary paid per FTE for 19-20.
 - ii. For the 2020-21 school year salary setting, each cell in the Salary Schedule will be adjusted up by the amount of the cash payment provided per FTE and then any agreed upon increase will be applied to the adjusted 2020-21 Salary Schedule.