

AGREEMENT

between

School District No. 1
in the City and County of Denver, State of Colorado

and

Denver Classroom Teachers Association

PROFESSIONAL COMPENSATION SYSTEM FOR TEACHERS



March 20, 2004 to December 31, 2013

Amended January 2005

Amended August 2005

Amended August 2006

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AGREEMENT

Professional Compensation System for Teachers

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1 Purpose and Goals

- 1.1 **Purpose.** The Joint Task Force on Teacher Compensation prepared the Professional Compensation System for Teachers in fulfillment of the charge approved and given to them by the Board of Education and the Denver Classroom Teachers Association Board of Directors. The Professional Compensation System for Teachers is intended to couple teacher compensation more directly with the missions and goals of the Denver Public Schools and the Denver Classroom Teachers Association.
- 1.2 **Goals of the Professional Compensation System.** The Professional Compensation System for Teachers addresses four goal areas.
- **Motivational Goals** – Any compensation system should motivate teachers to achieve specified goals by providing additional compensation for achievement of specified goals. These goals include but are not limited to setting high standards, enhancing the achievement of all students, closing the gap between lower performing and higher performing students, performing specified additional duties (e.g. coaching, committee work, special assignments) and participating in professional development. In order to accomplish this mission, specific measurement of goal achievement must be clearly defined and mutually agreed upon. In some cases (e.g. additional duties) this will be easily measured, while in other cases (e.g. student achievement), measurement is a significant issue in itself. Compensation systems should be positive rather than punitive.
 - **Career Goals** – Any compensation system should provide appropriate compensation to attract, motivate and retain high quality teachers in all specialties over the course of a career. These goals would include economic and professional growth for teachers as they move through a career. In order to meet professional and monetary career needs, these goals will enhance and enable the transition between classroom teaching and jobs outside the classroom. Thus, any compensation system should establish effective competition with other employers (including non-educational employers).
 - **Professional Goals** – Any compensation system should enhance the professional standing and dignity of teachers. It should allow a teacher the ability to take on additional professional responsibilities and be compensated. Risk taking and innovation in the pursuit of professional achievement should be encouraged and rewarded. Compensation systems should be positive rather than punitive.
 - **System Goals** – Any compensation system should be affordable, manageable, equitable, sustainable, comprehensive, flexible and understandable by those who would be a part of it. The system should attempt to solve only those problems that could not be more effectively and appropriately addressed through other means.
- 1.3 **The Professional Compensation System for Teachers Shall Be a Collaborative Endeavor Between the Denver Public Schools and the Denver Classroom Teachers Association.** The experience of the Pay for Performance Pilot and the Joint Task Force on Teacher Compensation, and the research findings of the Community Assistance Center in their study of the Pay for Performance Pilot, *Catalyst for Change*, affirm the importance of collaboration when making lasting and significant changes in our schools. Therefore the District and Association enter into this Agreement in the same spirit of collaboration established in the Statement of Beliefs and Framework for Partnership in the Master Agreement. In fulfillment of this commitment to collaboration, the District and Association agree to share responsibility for the development, implementation, evaluation and renegotiation of all initiatives described herein.

2 Authority of this Agreement

2.1 Relation of this Agreement to the Master Agreement. This Agreement establishes the framework for the Professional Compensation System for Teachers, including the basic commitments made by the District and Association necessary to develop and implement the Professional Compensation System for Teachers, as well as the terms, conditions and entitlements for compensation for teachers who opt in to the Professional Compensation System for Teachers. The Master Agreement governs all other terms, conditions and entitlements of employment for all members of the DCTA bargaining unit unless explicitly set forth in this Agreement. The Master Agreement governs all terms, conditions and entitlements of employment for teachers who do not enter the Professional Compensation System for Teachers.

2.2 General Provisions of this Agreement.

- 2.2.1 This Agreement constitutes District policy for the term of said Agreement and the Board and the Association will carry out the commitments contained herein and give them full force and effect.
- 2.2.2 No change, rescission, alteration or modification of this Agreement in whole or in part shall be valid unless the same is ratified by both the Board of Education and the Association in accordance with section 2.5 of this Agreement.
- 2.2.3 This Agreement shall be governed and construed according to the Constitution and Laws of the State of Colorado. If any provision of the Agreement or any application of this Agreement to any teacher covered hereby is found contrary to law, such provision or application shall have effect only to the extent permitted by law, but all other provisions or application of this Agreement shall continue in full force and effect.
- 2.2.4 In case of any direct conflict between the express provisions of this Agreement and any Board policy or writing not incorporated in this Agreement, the provisions of this Agreement shall control. In the case of a direct conflict between this Agreement and the Master Agreement, the following general principles shall apply:
 - 2.2.4.1 This Agreement applies only to the compensation of those teachers who have entered the Professional Compensation System for Teachers.
 - 2.2.4.2 The District and the Association are bound to perform all charges set forth in either Agreement.
- 2.2.5 The parties recognize that the Board has the responsibility and authority to establish policies and regulations for the management of all the operations and activities of the District. All lawful rights and authority of the Board not modified by this Agreement are retained by the Board.
- 2.2.6 The District and Association agree to abide by the provisions of this Agreement in good faith and apply them equally to all employees without discrimination on the basis of race, creed, color, national origin, sex, sexual orientation, marital status, age, and consistent with the provisions of the Americans with Disabilities Act, membership or official activities in any teacher organization or such other specified human or civil rights as may be protected by statute.
- 2.2.7 The Board and the Association shall mutually publish this Agreement. They shall ensure that each principal or supervisor of bargaining unit members and each association representative shall have a copy and be able to provide hard copies to teachers upon request. In addition, they shall publish this Agreement on their websites. Any changes to this Agreement shall be published on their websites as soon as reasonably possible following ratification. Teachers newly hired will be directed to the website in order to review the Agreement before hiring.

- 2.2.8 The District and Association affirm that the provisions of this contract satisfy the requirements of CRS 22-63-401, which requires the Board of Education to adopt a salary schedule that may be by job description and job definition, a teacher salary policy based on the level of performance demonstrated by each teacher.
- 2.3 **Covered Employees.** This Agreement covers all members of the DCTA bargaining unit who enter the Professional Compensation System for Teachers according to section 6 of this Agreement. The compensation system of the Master Agreement between Denver Public Schools and the Denver Classroom Teachers Association shall cover all teachers who do not enter this system. All teachers hired on or after January 1, 2006 shall be compensated according to this Agreement.
- 2.4 **Effective Dates.** This Agreement shall become effective immediately upon ratification by the Board of Education and the members of the Denver Classroom Teachers Association, except for provisions that have their own dates embedded in them, and shall remain in full force and effect until December 31, 2013.
- 2.4.1 After October 1, 2007 and October 1, 2010, upon request by either party, the Board and the Association shall enter into negotiations to make changes to the Professional Compensation System for Teachers. Such negotiations shall be informed by internal and external evaluation of the Professional Compensation System for Teachers conducted according to section 4.3. Such negotiations shall be concluded no later than December 1, unless extended by mutual consent.
- 2.4.2 This Agreement shall be modified annually by collective bargaining in accordance with Articles 4 and 6 of the Master Agreement in compliance with CRS 22-32-110(5), which requires the annual negotiations of salary and benefits.
- 2.5 **Negotiating Procedures.** Negotiation of this Agreement shall be conducted according to the provisions of Articles 4 and 6 of the Master Agreement. Changes to this Agreement must be ratified by the Board of Education, the members of the Denver Classroom Teachers Association following presentation to the Trust Board.
- 2.6 **Enforcement of this Agreement.** This Agreement shall be enforced according to the Framework for Partnership and Article 7 of the Master Agreement, except that compensation decisions shall be subject to binding professional review. Binding professional review shall be developed and conducted as follows:
- 2.6.1 **Binding Professional Review.** Should a teacher disagree with a compensation decision governed by one of the elements of the Professional Compensation System for Teachers, the decision shall be reviewed by a teacher and an administrator or principal selected from the Professional Review Panel.
- 2.6.1.1 **Professional Review Panel.** The Professional Review Panel shall be composed of a minimum of 5 DCTA members and 5 principals or administrators. The panel shall have representation from several disciplines.
- 2.6.1.2 **Selection.** Members of the Professional Review Panel shall be selected using an interview process conducted by a committee assembled by the Department of Human Resources with oversight by the Transition Team of the Professional Compensation System for Teachers. Members of the Professional Review Panel shall serve a two-year term. Terms shall be overlapping. To ensure overlapping terms, two teachers and two administrators shall be selected to one-year terms, and three teachers and three administrators shall be selected to two-year terms.
- 2.6.1.3 **Training.** The panel shall receive training in the Professional Compensation System for Teachers and mediation/problem solving skills. The Transition Team shall commission the training.

- 2.6.1.4 **Notification.** Teachers shall notify the Department of Human Resources and the Association of their request for binding professional review in writing within 20 workdays from the receipt of the paycheck that records the disputed decision.
- 2.6.1.5 **Decision Making Process.** Upon notification, two panelists, one teacher and one administrator, shall be selected randomly from the professional review panel to review the disagreement. Following a hearing where both the teacher and the decision-making administrator present the facts of their dispute, the panelists shall consider the merits of the disagreement. If the panelists can reach consensus on action to be taken, they will issue a decision, which shall be implemented. If the panelists cannot reach consensus on the action to be taken, the original compensation decision will stand.
- 2.6.1.6 **Timeline for Professional Review.** Professional review will be completed within 20 workdays of notification unless the teacher agrees to an extension.
- 2.6.1.7 **Binding Decisions.** All decisions made under this procedure shall be final and binding and not subject to the grievance procedure. With this binding decision no litigation shall be filed on the basis of the provisions of this Agreement in relation to the compensation decision under review.
- 2.6.1.8 **Annual Report.** At the end of every school year, the Professional Review Panel shall, according to appropriate personnel practice, present to the Transition Team a summary of the cases it has reviewed during the course of the year, including the decisions of panel members, and its findings and recommendations based on a year of professional review, including identification of future training needs for teachers, principals, schools and the system.
- 2.6.1.9 The Department of Human Resources shall maintain the procedures and practices for professional review. The Transition Team will review and approve any substantive changes to these procedures and practices.

3 Guiding Principles of the Professional Compensation System for Teachers.

- 3.1 **The Professional Compensation System for Teachers Shall Be Fully Funded.** The Professional Compensation System for Teachers shall not be implemented unless it is fully funded based on continuing revenue.
 - 3.1.1 Revenue from the 2005 mill levy override (also known as the ProComp mill levy) will fund the Professional Compensation System for Teachers. All funds from the ProComp mill levy will be dedicated only to the Professional Compensation System for Teachers and placed in the trust fund described in section 4.1 of this Agreement.
- 3.2 **The Master Agreement's Salary Schedule Shall Be Maintained.** The District and Association shall maintain the salary schedule in the Master Agreement until the last person on the Master Agreement's salary schedule retires, terminates employment, otherwise leaves the bargaining unit, or enters the Professional Compensation System for Teachers.
- 3.3 **One Compensation System Shall Not Be Favored Over The Other.** Except for adjustments to ProComp that utilize revenue from the 2005 mill levy override (the ProComp mill levy), increases and decreases shall be made on an equal percent basis to the Master Agreement's Salary Schedule and the Professional Compensation System for Teachers.
 - 3.3.1
- 3.4 **There Shall Be No Quotas in the Professional Compensation System for Teachers.** All teachers who fulfill the criteria for payment under an element shall have complete

access to compensation. No quotas for the number of teachers shall limit the compensation of teachers under any element of the Professional Compensation System for Teachers. The elements of the compensation system may be adjusted through the collective bargaining process based on experience and the financial model.

- 3.5 All Positions in the Bargaining Unit Shall Be Effectively Integrated into the Professional Compensation System for Teachers.** The District and Association recognize that the DCTA bargaining unit is a diverse group of education professionals whose work is not easily generalized under a single compensation system. For that reason, the District and Association will actively engage different groups of bargaining unit members to ensure that the Professional Compensation System for Teachers is appropriately and fairly adapted for the jobs they do for the district.
- 3.5.1 Student Services Committee.** If the District and the Association anticipate making changes in the compensation of these bargaining unit members, they shall ensure that bargaining unit members in this group shall participate in the process of making those changes.
- 3.5.2 Counselors and Student Advisors Committee.** If the District and the Association anticipate making changes in the compensation of these bargaining unit members, they shall ensure that bargaining unit members in this group shall participate in the process of making those changes.
- 3.5.3 Integration of JROTC Compensation System.** The Association and the District shall ensure that JROTC instructors are, to the extent allowed by the District's agreement with the federal government, fairly and adequately integrated into the Professional Compensation System for Teachers.

- 3.6 Joint Commitment to Professional Development.** The District and Association recognize the importance of professional development for principals, teachers and administrators to the long-term success of the Professional Compensation System for Teachers. The Transition Team of the Professional Compensation System for Teachers shall monitor and regularly advise the District and Association about all professional development related to the Professional Compensation System for Teachers.

4 Governance, Oversight and Evaluation of the Professional Compensation System for Teachers.

- 4.1 The District and Association shall establish a trust fund (hereafter referred to as the trust) created by the passage of a successful mill levy override election and such other moneys as may be earmarked, including interest earned on the principal for the purpose of funding the Professional Compensation System for Teachers.** This trust shall ensure the financial stability over time of the funds of the trust and the enactment of the ballot language approved by the voters in the mill levy override election. The funds of the trust shall be spent only on the Professional Compensation System for Teachers and only in keeping with the terms and conditions of this Agreement, the ballot language approved by the voters in the mill levy override election, and the goals of the Professional Compensation System for Teachers. The ballot language is included as Appendix A of this Agreement.
- 4.1.1 The Teacher Compensation Trust Fund Shall Be Governed by a Board of Directors.** The Board of Directors of the Teacher Compensation Trust Fund (hereafter referred to as the Trust Board) shall have the fiduciary responsibility to ensure the financial stability over time of the funds of the trust and the enactment of the ballot language approved by the voters in the mill levy override election. The Trust Board also has the fiduciary responsibility to ensure that funds of the trust shall be spent only on the Professional Compensation System for Teachers and only in keeping with the terms and conditions of this Agreement, the ballot language approved by the voters in the mill levy override election, and the goals of the Professional Compensation System for Teachers. Should the Trust Board

at any time determine that the funds have not been spent on the Professional Compensation System for Teachers, or according to the terms and conditions of this Agreement and the goals of the Professional Compensation System for Teachers, or in a manner in keeping with the ballot language approved by the voters in the mill levy override election, then the Board has the duty to stop transmitting the funds of the Trust to the District.

4.1.2 **Composition.** The Trust Board shall be composed of three representatives appointed by the Association President, three representatives of the District, and two representatives of the community appointed by the agreement of the other six members of the trust. The District's representatives to the Trust Board shall be three members of the administration appointed by the Superintendent. The community members appointed to the Board of the Teacher Compensation Trust Fund shall have substantial professional qualification in financial matters. Members shall serve three-year terms. Terms shall overlap so that the terms of one Association representative and one District representative expire each year.

4.1.2.1 **Initial Selection of Board Members and Phasing of Terms.** The District and Association shall appoint their representatives no later than 90 days after ratification of this Agreement. The District and Association representatives shall select community representatives no later than 30 days after they convene for their first meeting. Initial director terms shall be staggered to create future overlapping terms. One Association representative and one District representative shall hold a one-year term. One Association representative and one District representative shall hold a two-year term. One Association representative and one District representative shall hold a three-year term. One community representative shall hold a two-year term. One community member shall hold a three-year term.

4.1.2.2 **Decision Making.** The Trust Board shall make decisions only when a majority of five or more members agree.

4.1.3 **Duties.** The Trust Board is assigned the following specific duties in fulfillment of their charge described in section 4.1.1 of this Agreement:

4.1.3.1 Being well-informed and trained about their fiduciary responsibilities as directors.

4.1.3.2 Maintain a long-term Financial Model of the Professional Compensation System for Teachers described in section 7.9 of this Agreement.

4.1.3.3 Receive and approve annually from the district and the Association proposed expenditures from the Trust

4.1.3.4 Authorize transfer of funds to the district in accordance with approved annual plans.

4.1.3.5 Annually commission an external audit of the revenues and expenditure of trust funds by the District on the Professional Compensation System for Teachers and submit the final audit to the District and Association.

4.1.3.6 Invest the fund balances held by the Trust in a manner in keeping with their fiduciary responsibility.

4.1.3.7 Conduct on a triennial basis an actuarial study of the assumptions of the financial model of the Professional Compensation System for Teachers.

4.1.3.8 Expend reasonable amounts of Trust monies as necessary to accomplish its duties.

4.2 **A Transition Team Shall Monitor the Phase-in of the Professional Compensation System for Teachers and Regularly Advise the Association, the District and the Trust Board.** The District and Association recognize that it is the responsibility and duty

of the District to administer all aspects of the Professional Compensation System for Teachers. The purpose of the Transition Team is to ensure that the administration of the Professional Compensation System for Teachers is conducted according to this Agreement and to ensure that the Association is involved in and informed about the development, implementation and evaluation of the Professional Compensation System for Teachers.

- 4.2.1 **The Transition Team shall develop, implement and evaluate a Transition Plan.** The Transition Plan shall inform and articulate the phase-in of the Professional Compensation System for Teachers.
 - 4.2.1.1 Changes to the Transition Plan shall incorporate the best practices and guiding principles that were developed by the Pay for Performance Design Team, the Joint Task Force for Teacher Compensation and the applicable requirements of the Master Agreement. These practices include reliance on research, close collaboration between the District and Association, feedback from practitioners, experience from pilot programs, formal evaluation and applying this information to modify future practice.
 - 4.2.1.2 The Transition Plan shall identify the work that needs to be completed in order to fully implement the Professional Compensation System for Teachers including the development of District and Association capacity. The Transition Plan shall address each element and guiding principle of the Professional Compensation System for Teachers as defined in this Agreement, as well as the operation of the phase-in of the system.
 - 4.2.1.3 The Transition Plan shall include a process to review and evaluate the progress of the Professional Compensation System for Teachers with the intention of institutionalizing the improvements developed in the course of enacting the plan.
 - 4.2.1.4 The Transition Plan shall include effective communications structures to ensure that all interested parties have full and consistent information about the principles and implementation of the plan.
- 4.2.2 **Composition.** The composition of The Transition Team shall have an equal District and DCTA representation including at least one representative from the student services professions based on needs determined in the Transition Plan.
 - 4.2.2.1 Release time for members of the Transition Team will be provided based on needs determined by the Transition Plan and available funding. The District and the Association shall collaborate to develop external funding for these release time assignments.
- 4.2.3 **The Design Team shall complete the first draft of the Transition Plan by the end of the 2003-2004 school year.** Beginning with the 2004-2005 school year, the Transition Team will monitor the Transition Plan and approve any changes to the plan. Revisions of the Transition Plan may lead to changes in this Agreement or the Master Agreement according to the provisions of Articles 4 and 6 of the Master Agreement.
- 4.2.4 **Presentation of the Transition Plan.** The Transition Team shall present the Transition Plan to the Board of Education, the DCTA Board of Directors and the Trust Board no less than once annually, including once in conjunction with the annual internal evaluation of the Professional Compensation System for Teachers.
- 4.2.5 **Publication of the Transition Plan.** The District and the Association will publish the Transition Plan on the website for the Professional Compensation System for Teachers, www.DenverProComp.org.

- 4.2.6 **Decision Making.** When making decisions to develop, implement or revise the Transition Plan, the Transition Team shall make decisions by consensus.
- 4.2.7 **Sunset of the Transition Team.** Unless the District and Association agree otherwise, the Transition Team will remain in operation until the completion of the 2009-2010 school year.
- 4.2.8 **Publication of Operational Documents.** The various departments shall publish the policies, procedures, approved by the Transition Team.
- 4.3 **The District and Association Shall Jointly Commission Both an Annual Internal Evaluation and an Evaluation by an Independent, Third Party Evaluator of the Professional Compensation System for Teachers.** In addition to the items specified below, both internal and external evaluations shall examine the effectiveness and appropriateness of all guidelines, rules, policies and procedures specified by this agreement or otherwise created for the implementation and administration of ProComp.
 - 4.3.1 **Internal Evaluation.** The Department of Human Resources shall develop or commission the development of measures of performance of the elements of the Professional Compensation System for Teachers to be used in the annual evaluation and recommend them to the District, the Association and the Trust Board. This evaluation shall include analysis of the implementation of the system and its effectiveness at achieving District and Association mission and goals and in keeping with the terms and conditions of this Agreement, the ballot language approved by the voters in the mill levy override election, and the goals and elements of the Professional Compensation System for Teachers. Based on this annual evaluation, the Transition Team shall review and approve findings and recommendations for improvement to the Board of Education, the DCTA Board of Directors and the Trust Board. The evaluation shall be completed annually no later than November of each school year.
 - 4.3.2 **Third Party Evaluation.** According to District procurement procedures, the District and Association shall jointly charge an independent, third party evaluation of the Professional Compensation System for Teachers. This evaluation shall examine the implementation of the system and its effectiveness at achieving District and Association mission and goals and in keeping with the terms and conditions of this Agreement, the ballot language approved by the voters in the mill levy override election, and the goals and elements of the Professional Compensation System for Teachers. This evaluation shall offer findings and recommendations for improvement of the system. This evaluation shall be presented to the Board of Education, the DCTA Board of Directors and the Trust Board in November 2009, prior to when the District and Association commence negotiations on the Professional Compensation System for Teachers, thus ensuring that those negotiations shall be supported by data.
 - 4.3.2.1 The Transition Team of the Professional Compensation System for Teachers shall recommend the evaluator to the District and Association no later than April of 2008.
 - 4.3.2.2 The Department of Human Resources shall develop measures of performance of the elements of the Professional Compensation System for Teachers to be used in their evaluation. The Transition Team will review these measures and, once approved, recommend them to the evaluator.
 - 4.3.2.3 The District and the Association shall collaborate to develop external funding for the independent, third party evaluation of the Professional Compensation System for Teachers. If external funding is not developed then alternative methods, including the use of mill levy revenue, may be used to obtain the third party evaluation.

5 Phase-in of the Professional Compensation System for Teachers.

5.1 The Professional Compensation System for Teachers will be gradually implemented.

5.1.1 **Milestones.** The broadest milestones of this phase-in are as follows:

- 2005-2006 school year: limited implementation of market incentives, tuition reimbursement and distinguished school incentives, beginning January 1, 2006.
- 2006-2007 school year: all elements of the system will be implemented.
- 2007-2008 school year: all elements of the system will continue to be implemented and all elements of the system will be evaluated according to section 4.3 of this Agreement prior to renegotiation of this Agreement in fall 2010.

5.1.2 In the event that the Transition Team determines the milestones in 5.1.1 are not met leading to the inability of teachers to receive the equivalent economic value of the Professional Compensation System for Teachers, then individual members of the bargaining unit who have previously opted-in would be allowed to opt out.

6 Entering the Professional Compensation System for Teachers.

6.1 **Option for Teachers Hired Before January 1, 2006 to Enter the Professional Compensation System for Teachers.** Teachers hired by the District before January 1, 2006 shall have the option of joining the system or remaining on the salary schedule in the Master Agreement. Teachers hired January 1, 2006 or later shall enter the Professional Compensation System for Teachers and shall be paid according to the provisions of this Agreement.

6.1.1 Beginning in the 2006-2007 school year and in every school year through 2011, opt-in windows shall occur between November 1 and June 30.

6.1.1.1 Teachers may only opt in after having a salary-setting meeting.

6.1.2 Teachers who enter the Professional Compensation System for Teachers will not have the option of returning to the Master Agreement's salary schedule.

6.1.3 Beginning May 2004, the Department of Human Resources shall be responsible for providing teachers with data to inform their decision whether to enter the Professional Compensation System for teachers, including an online teacher compensation calculator.

6.2 Compensation for Teachers Hired before January 1, 2006 Who Enter the Professional Compensation System for Teachers.

6.2.1 **Teacher Salary Upon Entering the Professional Compensation System for Teachers.** At any time when a DPS Teacher hired before January 1, 2006 enters the Professional Compensation System for Teachers, their annual earnings shall be the sum of their current rate of salary earned under the Master Agreement up to the point of entry into the Professional Compensation System for Teachers plus any salary and bonuses earned under this Agreement.

6.2.2 Teachers who enter the Professional Compensation System for Teachers as it is being phased-in shall be compensated as follows:

6.2.2.1 Teachers who enter the Professional Compensation System for Teachers in the window for the 2005-2006 school year shall receive all salary increases for experience, longevity and education they would otherwise receive under the Master Agreement's salary schedule. In addition, those teachers shall be eligible to receive market incentives and distinguished school bonuses according to section 5.1.1 of this Agreement.

6.2.2.2 Teachers who enter the Professional Compensation System for Teachers in the window for the 2005-2006 school year or the window for the 2006-2007 school year will receive credit for hours or degrees not already used for advancement toward the next education lane on the Master Agreement's salary schedule. Credit shall be awarded on a basis pro-rated for the number of semester credits they have earned in proportion to the number necessary to advance to the next education lane. The Department for Human Resources shall determine the number of semester credits a teacher shall be granted based on the District Guidelines for Salary Schedule Placement and Advancement.

6.2.3 When non-probationary teachers enter the Professional Compensation System for Teachers on a non-evaluation year, they shall receive a salary increase of 1% of index each year for no more than two years until they are synchronized with the timeline for conducting teacher evaluation. When non-probationary teachers enter the system on an evaluation year they shall receive a salary increase of 3% of index the following year for satisfactory performance according to section 7.4.3.

7 Components and Elements of the Professional Compensation System for Teachers

7.1 Organization into Components and Elements. The Professional Compensation for Teachers is organized into four components: Knowledge and Skills, Professional Evaluation, Market Incentives and Student Growth. Each component is, in turn, organized into elements. These elements define both the specific increases that will be awarded to teachers and the specific activities that teachers must accomplish to receive the increase.

7.1.1 Rationale and Specification Statements. Elements of the Professional Compensation System for Teachers are defined in detailed rationale and specification statements, including all management specifications required for implementation. The District and Association will publish rationale and specification statements, on the website of the Professional Compensation System for Teachers, www.DenverProComp.org.

7.2 Compensation Index. Compensation amounts used in the Professional Compensation System for Teachers are based on the index in section 7.7 of this Agreement unless otherwise noted in this Agreement.

7.3 Knowledge and Skills Component

7.3.1 Compensation for Professional Development Units. Teachers who complete one Professional Development Unit related to an assignment in the DCTA bargaining unit for which they are or could become qualified shall be awarded a salary increase of 2% of the index on the next scheduled payday that is at least twenty-five (25) days after the teacher has properly submitted all required documentation to the Department of Human Resources.

7.3.1.1 Teachers may receive up to one Professional Development Unit per year.

7.3.1.2 Informed by the findings and recommendations of both internal and external evaluations the Department of Leadership Development shall maintain the Professional Development Protocol, which defines the conditions that must be met by teachers when completing Professional Development Units. The Department of Leadership Development will make every effort to make sure that these protocols can be uniformly applied. The Transition Team will review and approve any substantive changes to the protocol.

7.3.1.2.1 The Professional Development Protocol will include the following specifications:

- Standards for objectively determining the assignment(s) in the DCTA bargaining unit for which a teacher is or could become qualified.
- Standards for the length of time needed to complete one Professional Development Unit.
- Rules governing how teachers may defer professional development units.
- Methods for teachers to initiate their own professional development activities with appropriate quality assurance.
- Methods for groups or teams of teachers to collaborate on professional development activities with appropriate quality assurance.
- Methods for teachers to propose innovative or creative professional development opportunities with appropriate quality assurance.

7.3.1.3 The Department of Teaching and Learning will publish a source of professional development opportunities for teachers.

7.3.1.4 Teachers may complete Professional Development Units all or in part during their professional work week, and all or in part in the course of their regularly assigned teaching duties.

7.3.1.5 Teachers who complete Professional Development Units in connection with paid district in-service shall receive both hourly pay for attending the in-service as provided for by the Master Agreement and for salary increases for completing Professional Development Units as long as their activities meet the criteria for the DPS/DCTA Professional Development Protocol.

7.3.1.6 Teachers who complete district required coursework as part of required district in-service, such as the teacher induction program, teacher in residence program, training for the Literacy Program or training for the English Language Acquisition program, may count their service in those programs toward Professional Development Units as long as their activities meet the criteria for the DPS/DCTA Professional Development Protocol.

7.3.1.7 Teachers with performance evaluations of unsatisfactory will complete Professional Development Units assigned to them by their Professional Improvement Plan.

7.3.2 **Salary Increases for Advance Degrees.** Teachers who complete an advanced degree relevant to an assignment for which they are or could become qualified shall be awarded a salary increase of 9% of the index on the next scheduled payday that is at least twenty-five (25) days after the teacher has properly submitted all required documentation to the Department of Human Resources.

7.3.2.1 Teachers may complete more than one advanced degree although no teacher shall receive credit for more than one degree in a three year period.

7.3.3 **Compensation for Advanced Practice Licenses and Certificates.** Teachers who hold an advanced practice license or certificate recognized for their current assignment shall be awarded a salary increase based on the index on the next scheduled payday that is at least twenty-five (25) days after the teacher has properly submitted all required documentation to the Department of Human Resources.

7.3.3.1 **Salary Increases for Active NBPTS Licenses.** Teachers who hold active licenses issued by National Board for Professional Teaching Standards (NBPTS) shall be awarded a salary increase of 9% of the index on the next scheduled payday that is at least twenty-five (25) days after the teacher has properly submitted all documentation to the Department of Human Resources.

7.3.3.1.1 Teachers who do not renew their NBPTS license will lose their salary increase until such time as they renew their license.

7.3.3.1.2 Teachers may complete more than one NBPTS license and receive an additional salary increase of 9% of the index.

7.3.3.2 **Other Advanced Licenses and Certificates Recognized for Compensation.** Teachers who hold licenses or certificates recognized by the District may receive a salary increase of 9% of the index based on the index on the next scheduled payday that is at least twenty-five days after the teacher has properly submitted all required documentation to the Department of Human Resources.

7.3.3.2.1 The Department of Human Resources shall maintain rules for recognizing advanced licenses and certificates, and shall approve all changes to the list of recognized licenses and certificates. The Transition Team will review and approve any substantive changes to these rules and procedures.

7.3.3.2.2 Teachers shall not be compensated for an advanced license or certificate should their license expire.

7.3.3.2.3 Teachers may not receive compensation for more than one advanced practice license or certificate.

7.3.4 . **Salaries for Teachers Earning a License after Employment**

7.3.4.1 Teachers newly hired by the District for the 2006-2007 school year and thereafter who do not hold a Colorado teaching license (Initial license – formerly called a Provisional License, a Professional License or an Interim License – formerly called an A6TN) will be placed as a licensed new employee less 5% of the index.

7.3.4.2 Teachers participating in the Teachers in Residence Program shall be eligible to receive all increases in the Professional Compensation System for Teachers.

7.3.4.3 When a teacher **earns a Colorado teaching license as defined in 7.3.4.1**, the teacher shall receive a salary increase of 5% of the index.

7.3.5 **Tuition Reimbursement.** Teachers shall receive reimbursement for up to a career maximum of \$1000 spent on the direct costs of their professional development related to assignment(s) for which they are or could become qualified. The Payroll Department will maintain guidelines for tuition reimbursement. The Transition Team will review and approve any substantive changes to these guidelines.

7.4 Professional Evaluation Component

7.4.1 **Composition of Committee.** The Teacher Evaluation Committee (also known as the 1338 Committee) shall be composed of teachers, administrators and community members and conducted in accordance with Colorado statute and Article 10 of the Master Agreement. The Teacher Evaluation Committee shall be able to create subcommittees with the purpose of ensuring the Professional Teacher Evaluation System is appropriately and fairly adapted for all members of

the bargaining unit. All changes to the teacher evaluation process will be presented to the Board of Education for final approval.

7.4.1.1 **Student Services Representation and Subcommittee.** The Teacher Evaluation Committee shall include a representative of the student services department, and shall establish a subcommittee of DCTA members and managers from the Student Services department whose purpose is to fairly and appropriately adapt the professional evaluation system to the disciplines they represent.

7.4.2 **Charge of the Teacher Evaluation Committee.** The Teacher Evaluation Committee shall use program data and other sources to review the system for evaluating teacher performance and to ensure that it includes the following specifications:

- Emphasizes inter-rater reliability
- Based on a fall-to-spring evaluation cycle
- Uses well-developed rubrics articulating different levels of teacher performance
- Makes clear distinctions between professional evaluation and corrective action
- Incorporates formative and summative peer evaluation
- Incorporates peer assistance for teachers whose performance is found unsatisfactory
- Includes a Collaborative Action Plan that begins upon the successful completion of a remediation plan but runs a minimum of one year's length if the teacher is successful on the remediation plan.
- Allows for "special evaluation" should a teacher's performance be identified as unsatisfactory in years out of the evaluation cycle
- Incorporates a self-evaluation component

7.4.3 **Timeline for Professional Evaluation and Compensation for Satisfactory Performance.** Other than special evaluation, all professional evaluation of teachers under the Professional Compensation System for Teachers shall be conducted on a timeline determined by the teacher's years of service with the district. The Department of Human Resources shall be responsible for maintaining accurate records of years of service to determine the years when teachers are eligible for professional evaluation.

7.4.3.1 **Probationary Evaluation.** Probationary teachers shall be evaluated every year for the first three years of their service in the District. Upon receiving a satisfactory evaluation, probationary teachers shall receive a salary increase of 1% of the index. Increases for satisfactory probationary evaluation shall be effective at the beginning of the contract year as defined in the Master Agreement.

7.4.3.2 **Non-Probationary Evaluation.** Non-Probationary teachers shall be evaluated every three years, beginning with their first year of non-probationary service in the District. Upon receiving a satisfactory evaluation, non-probationary teachers shall receive a salary increase of 3% of index. Increases for satisfactory non-probationary evaluation shall be effective in the upcoming school year at the beginning of the contract year as defined in the Master Agreement.

Table One: Timeline for Conducting Teacher Evaluation																		
Years of Service	Probationary Evaluation			Non-Probationary Evaluation														
	1	2	3	4	7	10	13	16	19	22	25	28	31	34	37	40	43	46

7.4.4 **Unsatisfactory Performance.** Teachers whose performance is found unsatisfactory shall have their salary increase for satisfactory performance delayed for a minimum of a year and until such time as they successfully complete a Collaborative Action Plan. When a teacher successfully completes a development plan and their performance is found to be satisfactory, the salary increase that was delayed shall be restored without retroactive application and effective in the upcoming school year at the beginning of the contract year as defined by the Master Agreement.

7.5 Market Incentive Component.

7.5.1 **General Provisions.** The District will administer market incentives according to the general provisions set forth in this section.

7.5.1.1 Market incentives shall be paid annually in a pro-rated lump sum based on the eligible employee's FTE.

7.5.1.2 Teachers shall be eligible to receive bonuses for serving in both hard-to-staff assignments as defined in section 7.5.2 of this Agreement and hard-to-serve schools as defined in section 7.5.3 of this Agreement.

7.5.1.3 Teachers assigned part time to hard-to-staff assignments shall receive the bonus pro rated based on the amount of time per work week or work year they spend in the assignment. Teachers assigned part time to multiple hard-to-staff assignments shall receive multiple, pro-rated bonuses.

7.5.1.4 Should funds be available, the District and Association may agree to create broader incentive packages to further encourage teachers to fill hard-to-staff assignments or hard-to-serve schools.

7.5.1.5 The Department of Human Resources shall create and the Transition Team shall approve a list of assignments and schools eligible to receive market incentives annually no later than December in preparation for the upcoming school staffing cycle.

7.5.1.6 The Department of Human Resources shall maintain guidelines for determining the eligibility of teachers to receive hard-to-staff and hard-to-serve market incentives. The Transition Team shall review and approve any substantive changes to these guidelines.

7.5.1.7 Teachers who receive market incentives and are administratively transferred or reduced from building staff shall receive the incentive for one more year if they agree in writing to be placed in a similarly situated vacant assignment.

7.5.2 **Hard-to-Staff Assignments.** Teachers working in assignments identified by the District and Association as hard-to-staff shall be awarded a bonus of 3% of the index.

7.5.2.1 The Department of Human Resources shall create and the Transition Team will approve a set of data that includes data on teacher supply and teacher turnover as a basis for identifying hard-to-staff assignments.

7.5.3 **Hard-to-Serve Schools.** Teachers working in schools identified by the District and Association as hard-to-serve shall be awarded a bonus of 3% of the index.

7.5.3.1 The Transition Team will approve a set of data that includes student demographics as the basis for identifying hard-to-serve schools.

- 7.5.3.2 The District and Association recognize that a persistent, high rate of teacher turnover is not an adequate indicator of hard-to-serve schools. District and Association further recognize that a persistent, high rate of teacher turnover may be detrimental to student achievement. Therefore the District and Association agree to annually identify and address the situation of those schools with high rates of teacher turnover.

7.6 Student Growth

7.6.1 Annual Student Growth Objectives.

- 7.6.1.1 **Objective Setting.** All teachers shall annually set two student growth objectives in collaboration with their principal or supervisor. The objectives shall be based on the teacher's current assignment.
- 7.6.1.1.1 Teachers and principals will set objectives following the guidelines developed and annually revised by the Department of Teaching and Learning and approved by the Transition Team.
- 7.6.1.1.2 Teachers shall not use CSAP to set their annual student growth objectives. The Transition Team will oversee the evaluation of any other state mandated standardized test before allowing teachers to use them in annual student growth objectives.
- 7.6.1.1.3 The Department of Teaching and Learning will provide teachers and principals with on-going professional development on how to set appropriate annual student growth objectives. The Transition Team will review and approve any substantive changes to the content and guidelines associated with such professional development.
- 7.6.1.1.4 The Department of Leadership Development shall create systems or processes to provide assistance and mediation for principals and teachers who are unable to reach consensus when setting annual student growth objectives.
- 7.6.1.2 **Compensation for Meeting Annual Student Growth Objectives.** Teachers who meet both of their annual student growth objectives will be awarded a salary increase of 1% of the index. Teachers who meet one of their annual student growth objectives will be awarded a bonus of 1% of the index. Teachers who do not meet either of their annual student growth objectives shall receive neither a salary increase nor a bonus under this element.
- 7.6.1.2.1 Salary Increases for meeting two objectives shall be effective at the beginning of the contract year as defined by the Master Agreement of each year following demonstration that objectives have been met based on analysis of appropriate student growth data by the teacher and principal.
- 7.6.1.2.2 Bonuses for meeting one objective shall be paid annually in a lump sum.

7.6.2 Exceeding District Expectations on the Colorado Student Assessment Program (CSAP) Test.

- 7.6.2.1 **Setting Expectations for Student Growth Measured by CSAP.** The Department of Assessment and Research will develop a method to measure student growth using the CSAP Test. The Transition Team will review and approve the method. The method shall meet the following standards:
- Calculations shall be based only on individual student growth based on two or more test scores.

- Calculations may not be based on student performance levels or comparing performance levels of classes of students over two years.
- Calculations must include systematic methods for associating students with eligible teachers.

The technical specifications for expectations for student growth measured by CSAP shall be published on the website of the Professional Compensation System for Teachers: www.DenverProComp.org.

7.6.2.2 **Compensation for Teachers who Exceed Expectations for Student Growth Measured by CSAP.** Teachers who exceed expectations for student growth measured by the CSAP shall receive a sustainable increase of 3% of the index. Teachers who meet expectations for student growth measured by CSAP shall receive no increase. Teachers who fail to meet expectations for student growth and who have earned a previous increase exceeding CSAP expectations shall receive a sustainable decrease of 3% of the current index. Sustainable increases shall be maintained as a part of a teacher's annual compensation until such time as a teacher receives a sustainable decrease.

7.6.2.2.1 Only teachers who directly teach math or literacy/language arts shall be eligible to receive compensation for exceeding district expectations for student growth measured by CSAP.

7.6.2.2.2 Sustainable increases shall be awarded in early fall following analysis of CSAP data by the District.

7.6.2.2.3 The Transition Team shall annually review the process for analyzing CSAP data and identifying teachers who exceed district expectations.

7.6.3 Distinguished Schools.

7.6.3.1 **Identifying Distinguished Schools.** The Department of Assessment and Research will develop a method to measure school performance. The Transition Team will review and approve this method which will be based on technical specifications and shall meet the following standards:

- The method shall include multiple measures of school performance.
- The method shall include substantially more information on student performance than Colorado School Accountability Ratings or Adequate Yearly Progress, and shall include measures that show student growth based on two consecutive years of data.
- The method shall include data other than student test scores, including but not limited to data gathered from school satisfaction surveys and student attendance.

The technical specifications for expectations for measuring school performance shall be published on the website of the Professional Compensation System for Teachers: www.denverprocomp.org.

7.6.3.2 **Compensation for Teachers in Distinguished Schools.** Teachers at schools that are identified as distinguished using the method described in section 7.6.3.1 of this Agreement will receive a bonus of 2% of the index.

7.6.3.2.1 Teachers who work part time in distinguished schools shall receive the bonus pro-rated based on their FTE at the identified school. Teachers who serve part time in multiple distinguished schools shall receive multiple pro-rated bonuses.

7.6.3.2.2 Bonuses shall be awarded in fall following analysis of CSAP and other data by the District. Bonuses shall be paid in a lump sum.

7.6.3.2.3 The Transition Team shall annually review the method for using multiple measures to identify distinguished schools.

7.7 Summary Table of Components and Elements. Table Two summarizes the economic values and operational details of the Professional Compensation System for Teachers. The District and Association will accurately maintain this table to reflect this Agreement. They will publish this table to all bargaining unit members and review it before hiring new teachers. Any changes in this table are subject to collective bargaining as described in this Agreement and the Master Agreement.

7.8 Negotiating Cost of Living Adjustments to the Professional Compensation System for Teachers. Negotiated annual cost of living adjustments will be applied in equal percentage value to the salary index and the salary (excluding all bonuses, reimbursements and extra pay) of all teachers. Cost of living adjustments will be effective at the beginning of the contract year as defined by the Master Agreement. Cost of living adjustments will not be applied to ProComp elements not set by the index, such as the Tuition Reimbursement, unless agreed to by the District and the Association.

7.9 Financial Model. Upon ratification of the Professional Compensation System for Teachers the Trust Board shall be responsible for maintaining the Financial Model developed by the Joint Task Force on Teacher Compensation. The District and Association shall use the Financial Model to inform contract negotiations and any other discussions about the economic function and/or impact of the Professional Compensation System for Teachers. DPS shall be responsible for providing information to maintain the Financial Model.

7.9.1 The Transition Team shall review and approve a list of information necessary to maintain the Financial Model.

7.9.2 The Financial Model shall be subject to both internal evaluation and external evaluation conducted according to sections 4.3.1 and 4.3.2 of this Agreement.

7.10 Initial Placement of Newly Hired Teachers. The District shall place newly hired teachers according to only these rules. Except for teachers in the Teacher in Residence Program who are compensated according to section 7.3.4

7.10.1 Newly hired teachers with no outside experience credit shall be placed at a fixed entry salary. In the 2003-2004 school year entry salary shall be equal to 100% of the index.

7.10.2 Newly hired teachers with outside experience shall be granted between 2% and 4% of index for every year of recognized outside service based on the value of the experience outside the District. This amount shall be added to the district entry salary to create their individual entry salary.

7.10.2.1 The Department of Human Resources shall develop procedures for granting credit for outside experience.

7.10.3 In addition to entry salary defined above, newly hired teachers shall also be eligible for elements of the Professional Compensation System for Teachers for which they are qualified.

7.11 Extended Leaves of Absence. Teachers on leave shall receive compensation in accordance with Appendix B of the Master Agreement. The Transition Team shall review policies and procedures to ensure alignment between the Professional Compensation System for Teachers and DPS policy on extended leaves of absence

Table Two: Summary of Basic Facts, Components and Elements of the Professional Compensation System for Teachers. Effective September 1, 2006

Basic Facts	District Entry Salary \$35,568					Index \$35,568				
Components	Knowledge and Skills			Professional Evaluation		Market Incentives		Student Growth		
Elements	Salary increase of 2% of Index for completing Professional Development Units	Salary increase of 9% of Index for completing degrees or holding a national license	\$1000 for tuition reimbursement	Salary increase of 1% of index when rated satisfactory as probationary teacher	Salary increase of 3% of index when rated satisfactory as non-probationary teacher	Bonus of 3% of index for serving in a hard-to-staff assignment	Bonus of 3% of index for serving in a hard-to-serve assignment	Salary Increase of 1% of Index for Meeting Both Annual Student Growth Objectives. Bonus of 1% of Index for Meeting One of two Annual Student Growth Objectives. No Increase for Meeting Neither Objective	Sustainable increase of 3% of Index for exceeding expectations on the CSAP Test No increase for meeting expectations. Sustainable decrease of 3% of index for falling below expectations on the CSAP only if a previous increase has been earned.	Bonus of 2% of Index for serving in a distinguished school based on multiple measures of student performance.
Dollar Value of Increase When Index is \$33,301	\$711	\$3,201	\$1,000	\$356	\$1,067	\$1,067	\$1,067	\$356	\$1,067	\$711
Who Decides Who Receives the Increase?	Method agreed to by DPS and DCTA	Method agreed to by DPS and DCTA	Method agreed to by DPS and DCTA	Principal, with assistance of peer evaluators if necessary	Principal, with assistance of peer evaluators if necessary	Method agreed to by DPS and DCTA	Method agreed to by DPS and DCTA	Teacher and principal reach consensus	Method agreed to by DPS and DCTA	Method agreed to by DPS and DCTA
When is the Increase Applied?	Upon submission of proper documentation	Upon submission of proper documentation	Upon submission of proper documentation	Beginning of the contract year delayed at least one year if rated unsatisfactory	Beginning of the contract year delayed at least one year if rated unsatisfactory	Beginning of the contract year	Beginning of the contract year	Beginning of the contract year	In early fall upon analysis of CSAP data	In early fall, upon analysis of multiple measures of school performance
Does the Increase Build Pension and Final Average Salary Under PERA?	Yes	Yes	No	Yes	Yes	Yes	Yes	Yes	Yes	Yes
In what school year will this element begin operating?	2006-2007	2006-2007	2005-2006	2006-2007	2006-2007	2005-2006		2006-2007	2006-2007	2005-2006

IN WITNESS WHEREOF the parties have caused their corporate names to be hereunto subscribed by their respective Presidents and attested by their respective Secretaries, this _____ day of _____, 2008.

DENVER CLASSROOM TEACHERS
ASSOCIATION

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

By _____
Kim Ursetta
President

By _____
Theresa K. Peña
President, Board of Education

ATTEST:

ATTEST:

By _____
Barbara Bennett
Secretary

By _____
Jill Conrad
Secretary, Board of Education

REFERRED ISSUE 3A

“SHALL DENVER PUBLIC SCHOOLS (SCHOOL DISTRICT NO. 1) TAXES BE INCREASED \$25 MILLION PER YEAR, ADJUSTED FOR INFLATION, SOLELY AND EXCLUSIVELY TO FUND THE PROFESSIONAL COMPENSATION SYSTEM FOR TEACHERS (PROCOMP), WHICH TAX INCREASE SHALL TERMINATE IF PROCOMP TERMINATES, INCLUDING COMPENSATION TO TEACHERS FOR

- TEACHING IN HARD-TO-STAFF SCHOOLS
- TEACHING IN HARD-TO-FILL POSITIONS SUCH AS MATH, SCIENCE AND SPECIAL EDUCATION
- INCREASING TEACHING KNOWLEDGE AND TEACHING SKILLS BY SUCCESSFULLY COMPLETING PROCOMP APPROVED ADVANCED DEGREES, PROFESSIONAL TEACHING STANDARDS LICENSES AND ADDITIONAL TRAINING TO IMPROVE CLASSROOM SKILLS
- POSITIVE EVALUATIONS OF TEACHING PERFORMANCE
- MEETING OR EXCEEDING OBJECTIVES FOR STUDENT LEARNING
- ACHIEVING DISTINGUISHED SCHOOL STATUS

BY AN ADDITIONAL PROPERTY TAX LEVY THAT RESULTS IN THE DOLLAR AMOUNT OF REVENUES SET FORTH ABOVE IN THE CURRENT BUDGET YEAR AND THE SAME DOLLAR AMOUNT, ADJUSTED ANNUALLY IN EACH BUDGET YEAR THEREAFTER FOR INFLATION AS MEASURED BY THE DENVER-BOULDER-GREELEY CONSUMER PRICE INDEX, WHICH REVENUES SHALL BE USED SOLELY AND EXCLUSIVELY FOR, AND NONE OF WHICH WILL BE SPENT FOR ANY PURPOSE OTHER THAN, FUNDING PROCOMP?”