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# **Ten Years After: The Denver Teachers' Contract and School Reform**

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“We will argue that it (the public school system) has a bureaucracy problem and a politics problem, and that the two are closely related. Its bureaucracy problem is not that the system is bureaucratic at all, but that it is too heavily bureaucratic -- too hierarchical, too rule-bound, too formalistic -- to allow for the kind of autonomy and professionalism schools need if they are to perform well. Its political problem is not that it is subject to any sort of democratic politics, but that the specific political institutions by which the schools are governed actively promote and protect this over-bureaucratization.” [ii]

*ii* From *Politics, Markets and America's Schools*, by John E. Chubb and Terry M. Moe.

## Introduction

This paper will compare the Denver teachers' contract critiqued in this writer's issue paper published in February of 1990 (*How Union Contracts Block School Reform: A Denver Case Study*) with the current contract which incorporates the system of collaborative decision making (CDM) committees which began in 1991. The paper will then place the contract and its evolution in the context of both recent developments and the theories advanced in John E. Chubb and Terry M. Moe's *Politics, Markets and America's Schools*.

## The Current Contract and CDMs

While much can happen in ten years, the lion's share of the changes between the contract I critiqued and the current document were wrought by May 1991, little more than a year after the publication of the Issue Paper. They were the result of then-Governor Roy Romer's dramatic intervention in the late 1990 stalemate between the Denver School Board and the Denver Classroom Teachers' Association. The stalemate was itself a product of the school board's resolve to rework the contract into a less cumbersome, more consumer-friendly document, and the union's equally passionate resolve to block such change. The upshot was the institution of Collaborative Decision Making (CDM). iii[ii]

Before the Romer intervention, decisions touching on how curriculum was taught, how budgets were allocated, how teacher transfers were to occur, and anything else dealing with the delivery of education to the students were the province of principals, administration and contract provisions. In contrast, such decisions under “Collaborative Decision Making” were either to be made, or at least influenced, by a CDM committee within each school. The CDM committee was comprised of the principal, four teachers, three parents, a non-teaching staff member, and a business representative. iv[iii] Recently the composition has changed slightly, shifting the employer representative to the parent side so that now there are four parents, instead of three. v[iv]

Have the CDM's worked, as advertised, in bringing the interests of the larger community into school decision making? Have they created more responsive, more effective schools? Have they shifted real power from providers to consumers? For answers this writer, in addition to reading the current contract, has turned to a \$100,000 Denver School Board study commissioned in 1999 vi[v], and to the observations of a recent School Board member. vii[vi]viii

## Hiring and Transfer of Teachers

Perhaps the most outwardly striking difference between the old contract and the current CDM model are the provisions dealing with the hiring and transfer of teachers. Under the old agreement, priority for hiring -- and for firing in times of staff reductions -- was determined on a point basis. Points were assigned to seniority, highest degree held, and an interview with the principal. While, under the old agreement, a substantial number of points were allocated to the principal interview, the principal's discretion, in large part, was illusory because the points awarded the interview were grievable, and the criteria for awarding them were also set out in the contract. ix[vii]

Under the current contract, a CDM personnel subcommittee comprised of the principal, three teachers and two parents makes the hiring decisions by consensus. In the event of a failure of consensus the principal chooses. x[viii] In this area, at least, the CDM "revolution" has resulted in a meaningful change from the way things operated ten years ago. Also, the current provisions differ somewhat from the immediate past contract, which allocated all the decision making to the teachers and principal, with the parents merely serving in an ex-officio "advisory" capacity on the personnel subcommittee. xi[ix]

There has been, however, an unintended consequence of the new flexibility in keeping or retaining teachers. It is the phenomenon of teachers who fail to stay at schools due to lack of ability, being dumped on the schools that can least afford them -- those schools with limited "clout" within the district, those schools serving a high proportion of disadvantaged students. Thus in reconciling ironclad job security with a higher degree of building control in deciding who goes and who stays, the upshot has been the weaker the building (local school) the higher the probability it will be stuck with undesirable teachers.

## Work Week and Parent Contacts

The agreement ten years ago required a seven-hour, fifteen-minute workday. Currently that has been upped to an eight-hour workday. The old agreement set out back-to-school night as the only required teacher contact with parents. Beyond that, it was up to the School Building Committee, a body comprised solely of teachers (one third of whom had to be union members), as to any further parent contact to be required. Currently, "Each teacher may be required to attend three (3) CDM Committee-approved evening events per schoolyear as part of the contracted time." xii[x] This represents a meaningful change, at least as far as required contacts go. As noted in the prior Issue Paper, many teachers work hours at home, and have numerous non-required parent contacts, again, on their own. However, the contract sets the tone, and the current one, compared to ten years ago, more decidedly promotes teacher/parent contact.

## Teacher Appraisal and Discipline

In general, it is just as impossible to fire an incompetent teacher now as ten years ago. The old contract required three appraisal cycles before a recommendation for dismissal went to district offices. The current contract has reduced the appraisal cycles (after a teacher is identified as problematic) to only one. However, that streamlining is more or less academic since the firewall of state-mandated procedures continues to make the termination of a tenured teacher financially prohibitive.

One improvement from ten years ago is that there is no specific prohibition from using test scores as an evaluation tool as there was in the past. xiii[xi]

## **Student Discipline Policy**

Ten years ago, the teacher contract spent nine pages meddling into student discipline policy. It required the continuation of alternative education programs as a substitute for suspensions; it eliminated the distinction between excused and un-excused absence; and, required the individual schools to consult with the union in formulating discipline policy. xiv[xii]

The current contract devotes less than half a page to the subject and defers to the local CDM in formulating discipline policy. xv[xiii] A substantial improvement.

## **Teacher Compensation**

Nothing of note has changed in the way teachers are compensated. Teachers are still paid on the basis of what is called the "step" system. The base salary is increased with each year (up to 13 years) the teacher is employed in the system. It is also increased "horizontally" by the accumulation of course credits: about 5% for thirty hours of course credits; about 11% for sixty hours, and by accumulation of advanced degrees: 19% for a masters; 35% for a doctorate. xvi[xiv] Credentialism, rather than merit, still reigns supreme. In 1990, the starting base salary was \$18,044; now it is \$30,000. xvii[xv]

## **Union Membership and Dues**

Ten years ago, a teacher who did not want to pay dues would have to elect out every year, in person, at the union office. xviii[xvi] Now the opt-out need only be done once, and the form for doing so may be obtained "by request, in writing or in person at the DCTA office, the Office of Labor Management Relations, the school office or from building designees as appointed by the DCTA at each building." xix[xvii] These changes reduce the coercive element in a teacher's decision whether or not to support the union.

## **A Leaner Agreement**

The old contract was 126 pages long; the new one is 86. Thankfully missing from the new agreement are such provisions as designating the grading of English papers as a "non-teaching activity". xx[xviii] Also missing is the rule against the monitoring of classroom performance by School Improvement and Accountability Committees (SIAC), the predecessor of the CDM committees.

## **Parent Democracy: Denver and Chicago**

In general, the contract itself poses less of an obstacle to running a school. In several areas the CDM has replaced detailed and lockstep provisions of past agreements with a more flexible method of determining how a given school is run. Is this a good thing? Another way of posing that question is to ask: has student achievement improved under the CDM regime? The answer, with one notable exception to be discussed below, is a highly equivocal "no" followed by the excuse, offered by the recently conducted CTAC study, that comparing results under different regimes in the DPS is virtually impossible. xxi[xix]

It is tempting for this writer, who nine years ago criticized the Romer-imposed CDM contract as ersatz parental empowerment, to say "I told you so." However, in criticizing the CDM contract, I compared it with the Chicago model of Local School Councils, which had been implemented in the Windy City about twelve months before Romer's intervention. The gist of the comparison was that the Chicago experiment represented a real shift in power, because parents, as opposed to providers, had a majority vote in the Chicago LSC's and because the institution of LSC's represented the culmination of a political process "more organic and real, in political terms, than the sudden virtuoso intervention that yielded CDM." xxii[xx] However, in terms of measurable academic results, the two have turned out to be quite similar.

In Denver, partly because of the above-referenced difficulty in comparing and mostly because there has not been, systemwide, any measurable improvement in academic test scores (with one exception, to be discussed infra) the CDM revolution may be said not to have accomplished what was its stated goal: higher student achievement. xxiii[xxi] As it turns out, much the same paucity of demonstrable positive academic results plagues the Chicago experience. xxiv[xxii]

## **Accountability, Power and Effective Schools**

To say that there has been no demonstrable, systematic improvement in academic performance over the last ten years under the "new" contract/CDM system is not to damn it with faint praise. First, no single element can produce educational results. There are no panaceas. Rather, in evaluating the current CDM system it is better to ask: does it get in the way of improved educational results? A straightforward comparison of today's agreement with the one ten years ago suggests that the current one gets in the way less. There is more latitude for schools to adjust and deliver for their students.

Also, when it comes to not getting in the way, the current CDM system does have a five-year spike in academic achievement during Irv Moskowitz's tenure as superintendent to its credit. In May 1999, six of 11 grades tested in Denver Public Schools posted reading scores at or above the average on the Iowa Tests of Basic Skills. Five years before, when Moskowitz started his superintendency, not one grade level yielded scores above the national average. xxv[xxiii] Math scores also showed major upward trends, with the exception of first and second grades. xxvi[xxiv]

What happened to improve Denver's scores? Basically the ascendance of a superintendent who had clear, focused academic goals, and who used his authority to achieve them. While principals primarily view the presence and authority of CDMs as an impediment to their ability to run the schools xxvii[xxv], the CDM's did not get in the way of achieving results when the goals were set and principals had their marching orders from the superintendent.

It may seem facile to speak of "clear academic goals." The phrase has the ring of mom and apple pie. But a close analysis of the language educational professionals use shows startling equivocation when it comes to our schools' *raison d'être*. For example what is the purpose of CDM's? In the contract it reads: "This collaborative decision-making and participation will create a school climate which promotes high achievement and excellent behavior for all students, professional development and involvement of staff, parent and community participation and innovation in instructional delivery." xxviii[xxvi] OK, academic excellence is in there, but note: it is coequal with "professional development" and "involvement of staff, parent and community participation," and...let's not forget that all-time favorite, "innovation in instructional delivery."

Is the above a quibble over rhetoric? According to John Chubb and Terry Moe in their 1990 book, *Politics Markets and America's Schools*, the most significant factor in determining whether a school was effective or not was not pedagogical theory, or teacher salaries, or classroom size, or, for that matter, level of parental involvement, but rather, school organization. That is, those schools that had the greatest autonomy from bureaucracy "were capable of making the difference between effective and ineffective organizations that would differ by a year in their contributions to student achievement." xxix[xxvii]

Chubb and Moe analyzed separate elements of bureaucratic constraint in school organizations: both administrative (superintendent/central office), xxx[xxviii] and school board. xxxi[xxix] They also analyzed the impact of parental involvement (e.g. CDM's, and to a greater extent LSC's) as a factor in determining the level of administrative constraint on schools and found that parental involvement did not significantly reduce bureaucratic restraint. xxxii[xxx] The analysis was that the greatest determinant as to whether a school organization suffered from too much bureaucratic constraint was whether the school was in the public or private sector -- the private sector being significantly less likely to bureaucratically constrain a school. xxxiii[xxxi] The conclusion was that the most effective way to reform our schools was to reduce bureaucratic constraints, and the most effective way to do that was to open education to the marketplace, including with vouchers. xxxiv[xxxii]

Now what does the Chubb/Moe analysis have to do with Denver's contract/CDM system? One need not wait for the promised land of vouchers to keep ever vigilant about the level of bureaucratic constraints on schools. The "parent empowerment" movement of the early nineties, while not the silver bullet some had hoped, has survived and shown its ability to integrate a greater amount of local autonomy (a good thing in the Chubb/Moe analysis) in the public schools. Further, parental influence in the running of the schools has not hindered academic achievement when, on rare occasions, such becomes the focused goal of a district's central administration.

Care must be taken, and the rhetoric watched. For example the CTAC study actually recommends greater district involvement in "...shaping, steering and influencing the direction of CDM." xxxv[xxxiii] That would be bad. The CDM's and principals should be left to themselves to resolve just what their respective roles are within the sometime broad and ambiguous language of the contract. In those schools where parental involvement is naturally strong, then perhaps it is best for the principal to make sure he and the CDM are on the same page, and if not, reconcile the differences. Where the parental involvement is weak, then the principal should not have to deal with manufactured democratic controls, as is the recommendation of the CTAC study. xxxvi[xxxiv]

Beyond being sensitive to, and vigilant against, the larding on of bureaucratic constraints in Denver's public schools there is a need to tether the governance of the CDM's with hard number academic monitoring. On this point, at least, this writer and the CTAC study agree. xxxvii[xxxv] Forcing schools to monitor and publish their academic results does not hinder their autonomy to deliver those results. It merely motivates them to do so. Recent state legislation establishing achievement tests and publishing requirements have provided the data sources, the pole stars with which local accountability committees/CDM's may gauge the progress of their governance. xxxviii[xxxvi]

## CONCLUSION

Ten years later, the Denver teachers contract, while still problematic in some areas, is demonstrably better than the 1990 version. It is shorter, confers greater power to parents, and greater flexibility of governance to the individual schools. When the central administration is possessed of the desire to achieve hard academic goals, the CDM system has proved it possesses the negative virtue of not hindering progress towards those goals.

The contract and the CDM system by which individual schools are run in Denver cannot be evaluated in a vacuum. CDM's need some reference to academic progress to assess how they, their building's staff, and their building's principal are doing. Recently enacted Colorado Student Assessment Program (CSAP) legislation provides just such reference points. Finally, eternal vigilance is necessary, particularly in government schools, to watch the level of individual building autonomy. Too many bureaucratic (and or democratic) constraints can hinder a school's ability to deliver for its students.

Progress, however slow and painful, is being made.

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i[i] *Politics, Markets and America's Schools*, by John E. Chubb and Terry M. Moe, 1990, published by the Brookings Institution.

ii[iii] For a contemporary analysis of the 1991 changes see Independence Issue Paper, June 28, 1991 "Parent Control of Schools: Denver Flunks the Chicago Test", by Edward L. Lederman.

iv[iii] *Ibid.*, page 2.

v[iv] Current Denver Teacher's Contract, September 1, 1999 to August 31, 2002, 5-3-1.

vi[v] "Advise and Consent: A Study of Collaborative Decision-Making in Denver", Community Training and Assistance Center(CTAC) of Boston, Massachusetts, February 1999.

vii[vi] September 12, 2000 interview with Laura Leftkowitz.

ix[vii]"First, the points assigned by the principal in a transfer interview are "grievable" under 13-4-2-7 and therefore a teacher can challenge the interview points awarded. Further 13-5-3-f sets out specific criteria by which the principal is to assign interview points. Read together, these two provisions serve to dissuade a principal from awarding points solely on the basis of whom he or she wants to fill a position." *How Union Contracts Block School Reform: A Denver Case Study* by Edward L. Lederman, Independence Institute, Feb. 1990, Issue paper, page 4.

x[viii]13-4-5, 13-4-6 of the current contract.

xi[ix] "The contract explicitly defines the differing roles of the principal, teachers and parents on the personnel subcommittee (although this requires a careful reading). Parents are ex-officio, and have no vote; they "may be consulted"." Teachers collectively have one vote, and the principal has one vote. However if an impasse is reached, the principal makes the final decision. thus, on the personnel subcommittee, the principal has veto authority. Page 17 of Feb. 1999 CTAC study, note 5 supra.

xii[x] 8-1-2 Current Contract note 4 supra.

xiii[xi] Page 6 of the February 1990 Issue paper, note 7 supra.

xiv[xii] Page 8 of the February 1990 Issue paper, note 7 supra.

xv[xiii] Article 18 the current contract, note 4 supra.

xvi[xiv] 31-7 Current Contract note 4 supra.

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xvii[xv] Rocky Mountain News, September 22, 2000 page 21A.

xviii[xvi] Page 9 of Feb. 1990 Issue paper, note 7 supra.

xix[xvii] 24-2-1,2 Current Contract, note 4 supra.

[xx[xviii] Page 3 of the February 1990 Issue Paper, note 7 supra.

xxi[xix] "When CDM was established in 1991, the district neither collected nor established baseline data against which to measure the relationship of school improvement to CDM. In addition, indicators of quality performance for CDM's were e not defined." page 36 of the Feb. 1999 CTAC report, note 5 supra.

xxii[xx ]Pages 6 and 7 of the Feb. 1999 Issue Paper note 7 supra. "It might appear that Chicago's decentralization experiment was a political accident, while Denver's Collaborative Decision Making counterfeit of same is anything but. CDM, after all, is the culmination of a three-month process presided over and controlled by the Governor involving nine days of hearings, over a thousand letters (mostly from teachers), and earnest consultation with any number of community leaders and concerned citizens. Yet LSC was actually the product of a process that is far more organic and real, in political terms, than the sudden virtuoso intervention that yielded CDM."

xxiii[xxi] 5-1 of the Current Denver Contract, note 4, supra. Also, page 12 of the Feb. 1999 CTAC study, note 5 supra.

xxiv[xxii] September 15, 2000 interview with Bernard Noven, parent activist and source for much of the political details describing the rise of LSCs in Chicago in the 1991 Issue Paper. The palpable academic results described by Noven -- generally, 1/3 of the schools improved; 1/3 stayed the same; 1/3 actually did worse -- are from a University of Chicago consortium study. Measuring student achievement is an inherently complex matter and this paper makes no pretense at a definitive treatment. Further muddying the Chicago experiment is the fact that in 1995 the mayor Richard Daley disbanded the School Board and instituted further changes by investing the district superintendent with broader powers. Even assuming a dramatic across-the-board improvement in academic testing (which does not exist) it would be difficult to place the praise on any given reform.

xxv[xxiii] May 28, 1999 "Board News", Volume 4, Number 26, press release of Denver Public Schools.

xxvi[xxiv] Ibid.

xxvii[xxv] "The belief that some decisions made by the CDM should be made by the principal or central administration is shared by 75% of the principals and 50% of the teachers, yet only 31% of the parents. Conversely, the belief that some decisions currently made by the principal or central administration should instead be made by the CDM is shared by 75% of the parents and 74% of the teachers, yet only 21% of the principals. Thus it would appear, that there is a need for a redefinition of the scope of CDM responsibility, but consensus on the nature of that redefinition will not be easy to achieve." Page 14. "Many principals are not altogether happy with CDM's either, but for different reasons. 'My job is to ensure that children are well-educated,' says one frustrated principal, 'I don't need parents and businesspeople to do this. I need to spend more time in the classrooms and less time in meetings'" page 26, both of the Feb. 1999, CTAC study, note 5 supra.

xxviii[xxvi] 5-1 Current Contract, note 4 supra.

xxix[xxvii] Page 181, note 1 supra.

xxx[xxviii] Page 151, note 1 supra.

xxxi[xxix] Page 156, note 1 supra.

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xxxii[xxx] Page 177, note 1 supra.

xxxiii[xxx] Pages 178 through 184, note 1 supra.

xxxiv[xxxii] Page 183, note 1 supra.

xxxv[xxxiii] Feb. 1999, CTAC study, page 42, note 5 supra.

xxxvi[xxxiv] "Community involvement is low at many schools. Parents of color are disproportionately involved. A core component of an activist communications strategy must be targeted to involving all constituent groups. Simply put, CDM must represent the currently underrepresented." page 47, CTAC study, note 5 supra.

xxxvii[xxxv] "RECOMMENDED ACTION: *Strengthen the efforts of the CDM's and school sites to become more data driven.* Building on the district's current data capacity, identify and track the performance of students according to a range of factors that may influence their level of achievement. Develop the capacity further to determine which schools are performing well for which student groups, and what the most significant factors are...." page 46, CTAC study, note 5 supra.

xxxviii[xxxvi] Sections 22-7-401 through 410, Colorado Revised Statutes. The Colorado Student Assessment Program (CSAP) testing regimen promises to give to local school governing bodies, whether, CDM or SIAC, or however denominated, a more stable and informative measurement of where their children stand and what they know.