

**MEMORANDUM OF UNDERSTANDING BETWEEN THE DENVER PUBLIC
SCHOOLS AND THE DENVER CLASSROOM TEACHERS ASSOCIATION
REGARDING *THE MATH AND SCIENCE LEADERSHIP ACADEMY***

This Memorandum of Understanding (MOU) is entered into between the Denver Public Schools (District or DPS) and the Denver Classroom Teachers Association (DCTA) regarding the District's Math and Science Leadership Academy (MSLA) in order to allow MSLA to be a "teacher-led" school, wherein teachers will be evaluated pursuant to the Peer Assistance and Review Process ("PAR Process") approved by the DPS Board of Education on November 20, 2008. This MOU shall be effective beginning with the 2009-2010 school year and shall remain in effect for additional years unless the parties agree in writing to amend it. The parties hereto agree as follows:

A. The School – MSLA

1. The DPS Board of Education and the DPS administration have approved the concept of a teacher-led school at MSLA.
2. Unless specifically addressed herein, MSLA shall be subject to the District's policies and procedures and MSLA shall be entitled to access all resources and services available to other DPS schools. Similarly, unless specifically waived herein, MSLA shall be subject to all state and federal laws applicable to other DPS schools.
3. MSLA shall pilot a teacher-led peer assistance and review evaluation process ("PAR Process").
4. John Simmons, District Instructional Superintendent, shall be assigned to MSLA and shall be responsible for evaluating the Lead Teacher using the PAR Process which requires him to seek input from all MSLA teaching staff in the course of evaluating the Lead Teacher.

B. The Lead Teacher – Lori Nazareno

1. To implement the Process at MSLA, the District agrees to seek, pursuant to C.R.S. §22-2-117, a waiver of the statutory and Colorado Department of Education (CDE) requirements that the instructional leader of a school be a principal licensed by CDE under C.R.S. §22-60.5-301 et seq. Said request for a waiver shall be submitted to the State Board of Education within ten (10) days after this MOU is approved by DPS.
2. The parties agree that the MSLA Lead Teacher must be a teacher licensed pursuant to C.R.S. §22-60.5- 201 et seq and shall, for purposes of the DPS-DCTA Agreement Article 1-2, be considered a licensed teacher. For the duration of this MOU, the Lead Teacher shall be Lori Nazareno, who shall remain a member of the bargaining unit represented by DCTA and shall be subject to all the terms and conditions of said Agreement, including eligibility to participate in the Professional Compensation System for Teachers and to be paid at her per diem rate for days worked beyond the contractual limit.

3. The parties further agree that the MSLA Lead Teacher shall have the authority to evaluate teacher performance as a participant on the School Leadership Team, shall sign the performance evaluations of individual teachers and shall initiate a remediation plan for teachers who are not performing satisfactorily, by appointing an individual to be in charge of the remediation plan and by then implementing Article 10-7-2 through Article 10-8 of the DPS-DCTA Agreement as appropriate.
4. The Lead Teacher may, in appropriate circumstances, recommend to the District the dismissal of teachers in appropriate circumstances. The Lead Teacher shall also be responsible for imposing discipline and corrective action in appropriate circumstances in accordance with the DPS-DCTA Agreement. The Lead Teacher may be called as a witness to testify in any dismissal hearing regarding the teacher's performance.
5. The Lead Teacher shall be given access to the Principal's Portal, to principals' trainings and meetings and to employees' personnel files.

C. Teachers employed at MSLA

1. Because certain MSLA teachers will be involved in the peer assistance and review Program at MSLA, as a means of helping teachers who are performing at a less than satisfactory level, DCTA and DPS agree that the teachers assisting in the Peer Assistance and Review Program for a given teacher will not be, and cannot be, called as witnesses for either the teacher or the District in the dismissal process, including in the dismissal hearing.
2. Any teacher accepting a teaching position at MSLA must sign a Teacher Acknowledgement and Waiver acknowledging that they understand that MSLA is a teacher-led school, that the Lead Teacher is not a licensed principal, and that they agree that their performance as a teacher will be evaluated pursuant to the Peer Assistance and Review Program.

D. General

1. The DPS-DCTA Agreement shall govern the employment relationship and terms and conditions of employment for the Lead Teacher and the other teachers at MSLA.
2. The parties agree that this Memorandum of Understanding is not to be considered precedent-setting. To the extent the parties wish to extend the terms of this MOU to another school, they agree to negotiate over the terms of the extension and over the replication of the Process in other schools.
3. This MOU constitutes the entire agreement between the parties regarding the implementation of the Process at MSLA.
4. This MOU shall be subject to the laws of the State of Colorado. If any provision of this MOU shall be found by a court of competent jurisdiction to be contrary to law, such provision shall be null and void. The parties

hereto agree to meet within 30 days of the court's ruling to negotiate in good faith appropriate or necessary replacement language. The remainder of the MOU not found to be contrary to law shall remain in full force and effect.

5. No amendment to this MOU shall be valid unless reduced to writing and signed by the parties.

ENTERED INTO THIS _____ day of May, 2009.

For the Denver Public Schools

For the Denver Classroom
Teachers Association