

Math and Science Leadership Academy Teacher Acknowledgement and Waiver

This Acknowledgement and Waiver is entered into between the Denver Public Schools, the Denver Classroom Teachers Association and _____, a Teacher hired to teach at the Math and Science Leadership Academy beginning with the 2009-2010 school year.

TEACHER: I, _____, a teacher who interviewed for and who has been offered and has accepted the position of _____ at the Math and Science Leadership Academy (MSLA), a pilot program in a peer assistance evaluation system, hereby acknowledge and agree to the following:

1. That I have statutory and contractual rights to be evaluated by an administrator licensed by the Colorado Department of Education (CDE) and to have access to my personnel file limited to myself, the Superintendent of the Denver Public Schools (DPS) and DPS administrators licensed by CDE. Additionally, I have a statutory right to not consent to being videotaped for evaluation purposes.
2. That I hereby knowingly and voluntarily waive my statutory and contractual right to be evaluated by a licensed administrator so that I can participate in the peer assistance and review evaluation process (PAR Process) at MSLA. Similarly, I knowingly and voluntarily consent to being videotaped for purposes of the PAR Process.
3. That I hereby knowingly and voluntarily waive my statutory right to limit access to my personnel file to CDE-licensed administrators while I am employed at MSLA so that the Lead Teacher may review my personnel file without further written permission from me.
4. That I am willing to waive these rights because MSLA's evaluation system is a peer assistance and review evaluation program, where my peers, along with the Lead Teacher, will evaluate my performance and provide assistance as needed and where the Lead Teacher may, if I am unable to satisfactorily perform my teaching duties, impose a remediation plan in accordance with the Article 10 of the Agreement and Partnership between School District No. 1 in the City and County of Denver, State of Colorado and the Denver Classroom Teachers Association, September 1, 2008 – August 31, 2011 (Agreement) or ultimately to recommend my dismissal. I further understand and acknowledge that, in order to implement such a system, the Lead Teacher, who would not otherwise have access to my personnel file, will have such access while I am employed at MSLA.

5. That the Lead Teacher shall also be responsible for imposing discipline or corrective action on me under appropriate circumstances. I expressly retain my right under Article 7 of the Agreement to file and process a grievance over such an action, should I believe that it is in violation of my contractual rights.

6. That I further acknowledge receipt of copies of the following: the Agreement and the Memorandum of Understanding between the Denver Public Schools and the Denver Classroom Teachers Association regarding the Math and Science Leadership Academy.

7. I acknowledge that the Denver Classroom Teachers Association has provided me with an opportunity to discuss this unique situation with their representatives and with a Colorado Education Association attorney prior to my signing this Acknowledgement and Waiver.

DENVER PUBLIC SCHOOLS: Based on the Teacher's Acknowledgement and Waiver set forth above, the Denver Public Schools, through the undersigned Superintendent, agrees that the Teacher may be employed at the MSLA subject to the terms and conditions set forth in the Agreement and to the Memorandum of Understanding between the Denver Public Schools and the Denver Classroom Teachers Association regarding the Math and Science Leadership Academy.

DENVER CLASSROOM TEACHERS ASSOCIATION: Based on the Teacher's Acknowledgement and Waiver set forth above, the Denver Classroom Teacher's Association, through its President, agrees to waive the evaluation provisions included in the Agreement and Partnership so that a full peer assistance evaluation system may be implemented at MSLA.

MSLA Teacher

Date: _____

For the Denver Public Schools

Date: _____

For the Denver Classroom Teachers
Association

Date: _____