

## MEMORANDUM OF UNDERSTANDING

This Agreement is entered into between the DENVER PUBLIC SCHOOLS (“District”) and the DENVER CLASSROOM TEACHERS ASSOCIATION (“DCTA”). The DCTA and the District believe the optimum student performance can be achieved only if there is a qualified teacher in every classroom and qualified evaluators working with each school site. They have jointly developed the Gates Accelerator grant which will include the development of a teacher evaluation system, including an analysis of the current teacher evaluation system, to examine current practice and the creation of a process that accurately reflects a teacher’s performance, including effective and consistent implementation of the system. Included in the project’s design team work regarding the creation of a new process, the parties want to review the effectiveness of peer observation. In order to engage in a pilot study of a peer observation element of an improved evaluation process in January of 2011, Denver Public Schools has funded approximately 8 positions to support the role of peer observer.

Accordingly, in regard to the terms of employment for the peer observers, the parties agree as follows:

1. To enter into this Pilot peer observer/evaluator/reviewer role, the purpose of which is to inform the evaluation process, to provide inter-rater reliability and to assist teachers employed by the District in the development of proficiency in performance of their duties and to test the components of the Project design team’s peer observation element(s).
2. To establish a peer observation program, on a trial basis, in which the District will employ the peer observer as a Teacher on Special Assignment (TOSA) whose primary responsibilities are described in the attached job description. No less than 50% of the peer observers hired for the pilot will have been in the classroom 2 of the last 4 years.
3. The parties agree that the peer observers shall be considered eligible for membership in the Association. While they will continue to be members of the bargaining unit, the following articles of the DCTA/DPS Agreement are waived and are not applicable to the peer observers:

Article 7 (Grievance Procedures) – The Article 7 provisions on grievances shall apply only to grievances by peer observers against their supervisor. Furthermore, the Association shall have no right to representation of the peer observer in the event that a teacher grieves any aspect of the evaluation process in which the peer observer participates.

Article 8 (Professional Standards) – The Article 8 provisions on professional standards, including, but not limited to, the provisions pertaining to the contract year and the work week, shall not apply to the peer observers.

Article 10 (Performance Evaluations) – The Article 10 provisions on Performance Evaluations shall be waived for the peer observers. The evaluation process for Peer Observers will be in alignment with the district’s Employee Performance Management Process, including the forms, goal setting and accountability to district success factors, unless otherwise determined by the design teams or project leadership team and approved by the Steering Committee.

Article 13 (Assignments, Schedules and Transfer) – The Article 13 provisions on assignments, schedules and transfers shall not apply to the peer observer. Peer observers shall continue in their role as observer at the discretion of the Executive Director, Teacher Effectiveness, unless otherwise determined by the design teams or project leadership team and approved by the steering committee.. Observers who have non-probationary status, who are removed from their role as a peer observer, shall have the right to return to the classroom, in a position for which they are highly qualified. This pilot is for the 2010-2011 school year only. Continued employment in the peer observer role will depend on whether the program itself is continued and/or whether the individuals involved in the pilot are selected to continue in their role.

Article 31 (Salary) – The Article 31 provisions on salary shall not apply to the peer observers. Salary will be set by district administration, but the salary for the peer observer set by the District Administration shall not be lower than the annual base salary that they were earning as a DCTA bargaining unit member prior to taking the peer observer role. The peer observer shall be entitled to this level of compensation only during the period in which they serve in this capacity. Observers shall not be eligible for incentives under ProComp or any other compensation in Articles 31 or 32.

Article 32 (Extra Duty Compensation) – The Article 32 provisions on extra duty compensation shall not apply to the peer observers.

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5. Should the pilot not be implemented in 2010-2011, the peer observers that had earned non-probationary status prior to entering into the peer observer role shall have the right to return to a classroom teaching position or other position to support other aspects of the Gates Teacher Performance Management Project as may be identified.

Unless otherwise determined as part of the pilot, teachers participating in the pilot who are identified for remediation will also be evaluated according to the current evaluation document and procedures per Article 10 of the DPS/DCTA agreement.

6. This is not a precedent setting MOU for any other positions within the District and the District reserves the right to classify this position as needed in the future.. Any additional elements agreed upon by the Project Steering Committee for the 2010 – 2011 pilot prior to the implementation of the pilot can be considered as part of the project unless it alters the agreed-upon salary, contract rights or working hours of the Peer Observers.

Dated: \_\_\_\_\_ DENVER PUBLIC SCHOOLS  
By: \_\_\_\_\_  
By: \_\_\_\_\_

Dated: \_\_\_\_\_ DENVER CLASSROOM TEACHERS ASSOCIATION  
By: \_\_\_\_\_  
By: \_\_\_\_\_

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