

**MEMORANDUM OF UNDERSTANDING BETWEEN THE DENVER PUBLIC SCHOOLS AND THE
DENVER CLASSROOM TEACHERS ASSOCIATION REGARDING THE PEER ASSISTANCE AND
REVIEW PILOT**

This Memorandum of Understanding (MOU) is entered into between the Denver Public Schools (District or DPS) and the Denver Classroom Teachers Association (DCTA) regarding a Peer Assistance and Review (PAR) program pilot for the 2012-13 and 2013-2014 school years – starting February 1, 2013 through August 31 2014..

WHEREAS, DPS is piloting the Leading Effective Academic Practice (LEAP) evaluation and feedback structure for teachers from February 1, 2013 – August 31, 2014.

WHEREAS, the DPS and the DCTA (collectively “the Parties”) seek to use the LEAP evaluation and feedback structure for the support of any struggling teachers; and

WHEREAS, the Parties seek also to pilot a PAR system, as an alternative to the processes laid out in the Teacher Evaluation, Compensation and Dismissal Act (TECDA), for the more efficient and effective evaluation and support of struggling teachers;

WHEREAS, the Parties seek to pilot a PAR system as an alternative process to replace the current processes for evaluation and remediation outlined in Article 10 of the DPS/DCTA Agreement;

NOW THEREFORE, the Parties agree as follows:

1. The LEAP evaluation and feedback processes will be used as a means of assessing performance for all teachers who are observed using the Framework for Effective Teaching, including struggling teachers, from February 1, 2013 to August 31, 2014, as set forth in § 22-9-106, C.R.S. The LEAP evaluation and feedback system, including observations of instructional practice, professionalism and student perception data, and relevant student data will be the framework under which support for struggling teachers is provided and determinations of unsatisfactory performance are made. For the purpose of this pilot, the Parties agree that the LEAP evaluation and feedback process meet the requirements for a district evaluation structure as set forth in C.R.S. § 22-9-101, et seq.
2. A principal may designate a teacher in need of a Performance Improvement Plan (PIP) based on data collected through the LEAP evaluation and feedback process and relevant student outcome data. The principal (or designee) shall conduct at least one full observation of the teacher prior to initiating the performance improvement process. A full observation during remediation identification and remediation plan implementation will be defined as an observation in which the evaluator observes a full lesson. A principal will notify the affected teacher and appropriate Human Resource staff or designee that there is a possibility of the teacher being placed on a

PIP. The teacher and principal will be informed of the following alternatives for the performance improvement process:

(1) The teacher and principal may elect, in writing, to participate in the process outlined in this MOU, including a possible review of a recommendation for dismissal at the end of the process by a panel of educators ("Panel"). The teacher's consent to such review by a panel of educators constitutes a waiver of the right to a hearing before an impartial hearing officer and the process set forth in § 22-63-302, C.R.S., including appellate review of the Board of Education's termination action based on a hearing officer's findings and recommendation. The election by the teacher and principal to participate in the PAR process, including the review by a panel, must be made within ten (10) school days of the teacher's notification of the possibility of being placed on a PIP. If in good faith, the teacher is unable to meet with an attorney within ten (10) school days, the district will extend for up to five (5) school days.

(2) If the teacher and principal do not consent in writing to choose the process in this MOU, including possible review by the Panel, the teacher may elect one of the following alternatives: (a) the remediation process as set forth in select provisions of Article 10 of the DPS/DCTA agreement and review of a recommendation of dismissal by an impartial hearing officer in accordance with § 22-63-301 and 22-63-302 C.R.S. of TECDA the Teacher Employment Compensation and Dismissal Act. The select provisions of Article 10 will only apply to those covered under the DCTA contract who are involved in the LEAP pilot system through August 31, 2013 and who have chosen this option for remediation. or (b) The performance improvement process outlined in this MOU up to the final recommendation at the conclusion of the PIP, at which point the teacher would be entitled to review of a recommendation of dismissal by an impartial hearing officer in accordance with § 22-63-301 and 22-63-302 C.R.S. of TECDA. In any case, the LEAP evaluation and feedback structure will be the process by which teacher performance is evaluated and determinations regarding unsatisfactory performance are made. If selected, the remediation process set forth in select provisions of Article 10 shall be provided in place of the performance improvement process and supports set forth in this MOU.

If the PAR MOU process has been chosen, a joint observation with the principal (or designee) and a Peer Observer will be part of the identification process. Before placing a teacher on a PIP, the principal and PO shall co-observe a lesson by the teacher using the Framework for Effective Teaching and consult on the lesson observed. The principal shall consider data from the PO's observation in determining whether to place the teacher on a PIP. The decision of whether to place a teacher on a PIP remains the decision of the principal based upon evidence of significant performance deficiencies.

3. A PIP shall last a minimum of 30 school days up to a maximum of 90 school days. A teacher on a PIP shall receive a minimum of two (2) full observations from the

principal (or designee) and two (2) full observations from the PO during the duration of the PIP. One of the principal's observations and one of the PO's observations will be announced within a week's window and one will be unannounced. The PIP shall be developed by the principal (or designee) in collaboration with the PO and the teacher and shall identify the deficiencies to be remediated, the performance standard expected in each area; notice that failure to meet the standard of satisfactory performance may result in a recommendation of dismissal; and the supports available to the teacher during the period of the PIP, including the support to be provided by the principal, PO or others. The deficiencies will be prioritized under each affected Expectation Area of the LEAP evaluation and feedback system. DPS and DCTA will collaborate on best practices to support the development of PIPs, so that teacher in need of improvement will be informed of any and all areas of deficiency and expected growth and such needs are prioritized in a way likely to have the most significant impact on performance.

4. To implement the PIP, the principal and PO shall utilize a variety of resources to connect observation/feedback; coaching and modeling to the expectations and standards of performance indicated in the PIP. In addition to the observation/feedback provided by the principal and PO, the PIP should provide a minimum of ten (10) hours of support, including coaching, modeling or other support, to be provided by the principal, PO, TEC, teacher leader, peer or other resource. Where appropriate, guest teaching support may be provided to allow a teacher to observe lessons and to allow others to model lessons for the teacher within or in addition to the ten (10) hours of support. If the PO or the principal is not the one providing coaching or modeling, they will shadow these sessions; be present during the feedback regarding these interventions; or solicit written feedback from those who provided the support to the teacher. If contributing to the body of evidence that the panel considers, evidence from those providing support during the performance improvement process will be shared with both teacher and principal. DPS and DCTA will collaborate to provide guidance to principals on appropriate monitoring and support during the PIP process for teachers with respect to areas of improvement within the professionalism standards.
5. The Panel shall be composed of six (6) representatives to be mutually agreed upon by the Parties, including three (3) representatives to be appointed by the Superintendent and (3) teacher representatives to be appointed by the Denver Classroom Teachers' Association. Once membership is determined, DPS and DCTA will agree upon co-chairs for the Panel. A reasonable number of alternates shall be identified. Panel members and alternates shall attend training jointly developed by DPS and the DCTA.
6. When the teacher and principal have both elected to follow the panel process, at the end of the specified PIP period, the principal and PO shall recommend based upon the body of evidence developed during the PIP period, whether the teacher

has met the standard of satisfactory performance. They may make one of three recommendations: that the teacher is retained, that the teacher be dismissed or that the PIP be extended for a specific period of time. These recommendations will be made to the Panel for review.

7. The Panel shall be charged with determining whether there exists a reasonable basis for dismissal based on a preponderance of the evidence. Based on its review of the evidence, including the recommendations from the principal and the PO, the Panel, by a majority vote, shall make one of three recommendations – that the teacher be dismissed, the teacher be retained, or the PIP be extended for up to a maximum of 90 school days. If the panel recommends dismissal, the Panel’s decision will proceed for final recommendation by the Superintendent to the Board for dismissal. If the Panel recommends that the teacher be retained, the teacher will be reinstated to his/her prior assignment. If the Panel recommends that the PIP be extended it shall specify the length of the extension and the additional progress, evidence and support needed. If the Panel cannot make a majority decision, but is split evenly, the Panel shall grant an extension of the PIP process of no less than 30 school days and no more than 90 school days to demonstrate satisfactory progress. If, at the end of that period, the Panel remains split evenly as to whether there exists a reasonable basis for dismissal, the principal’s recommendation will be final and shall proceed as provided in this paragraph when the Panel makes the same recommendation.
8. To reach its determination, the Panel shall consider a body of evidence of performance, including documented performance against identified improvement areas, the standard of satisfactory performance for each area of deficiency, principal and peer observer observation data and feedback, student perception data, relevant student outcome data and/or other data or information directly relevant to any area of performance articulated in the LEAP evaluation and feedback system. Information not directly relevant to teacher performance, including general character information, will not be considered by the Panel. DPS will collaborate with DCTA on the development a timeline and process by which a teacher, principal, and PO may submit relevant information to the Panel for consideration.
9. The Panel’s review will, at the request of the teacher or principal, include a hearing. Such hearing shall occur within 30 school days of the recommendation for dismissal. The length of the hearing shall not exceed 2 hours, including 45 minutes of presentation/questions for the teacher, 45 minutes of presentation/questions for the principal and 30 minutes of presentation/questions for the peer observer, unless the Panel determines more time is needed.
10. Each participant may elect to have assistance with his/her presentation. The assistance may be a provided by a DPS Human Resources staff member or a DCTA Uniserv director. Those providing assistance are limited to consulting with the participants only and may not speak on the participants’ behalf during the hearing.

In limited circumstances of emotional distress, where a participant is unable to speak on their own behalf and necessary to complete the hearing, the Panel may request that the representative speak on behalf of a principal or teacher. The procedures for the conduct of the hearing shall be informal and rules of evidence shall not be strictly applied. The Panel shall issue a written decision, including its recommendation, within 10 school days of the hearing.

11. Final action by the Panel of educators upholding the recommendation for dismissal shall result in the dismissal recommendation being presented by the Superintendent to the Board of Education for final action. If the teacher and principal have elected the PAR process outlined in this MOU including the Panel review, the processes outlined above, with specific procedures jointly created by DPS and DCTA pursuant to this MOU, shall replace the process for evaluation and remediation set forth in Article 10 of the DPS/DCTA agreement for the term of this MOU.
12. Once this Memorandum of Understanding is approved by both Parties, design of operating procedures, selection of panel members; training of principals, PO's, and panel members; communications and other next steps will be determined by DCTA and DPS.
13. This Memorandum of Understanding shall be subject to the laws of the State of Colorado. If any provision of this Memorandum of Understanding 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 Memorandum of Understanding not found to be contrary to law shall remain in full force and effect.
14. No amendment to this Memorandum of Understanding shall be valid unless reduced to writing and signed by the Parties.
15. Upon ratification by DCTA membership, this Memorandum shall be in effect from February 1, 2013 through August 31, 2014 and may only be renewed by mutual consent of the Parties.