

Collective Bargaining Agreement between the

# WASHINGTON TEACHERS' UNION

Local #6 of the American Federation of Teachers / AFL-CIO

&

# The District of Columbia Public Schools

October 1, 2004 through September 30, 2007



A HISTORIC DOCUMENT FOR EDUCATIONAL PROGRESS

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## PREAMBLE

In the Preamble to previous contracts, DCPS and the WTU declared fidelity to the goal of creating a partnership to advance the objective of providing “the best possible, comprehensive, efficient and effective learning environment for all students in the District of Columbia Public Schools.” In spite of their best intentions, the parties have failed to achieve this goal in the majority of DC Public Schools. Numerous factors conspired to subvert the fulfillment of their promise. The absence of consistent school system leadership, the lack of a clear, definitive master education plan with standards and a curriculum, outdated infrastructure in systems and procedures at central office, poor working conditions in schools, an ever growing “we teachers/they administrators” attitude that was allowed to fester, are but a few examples. These deficiencies and others have caused parents to lose faith in the school system and to remove their children from DC Public Schools. These deficiencies, no doubt, have also contributed to a decline in the quality of education received by DCPS students. The mistrust and lack of effective communication between teachers, principals, and central office administrators have resulted in an enormous number of grievances filed against DCPS; and, these grievances have consumed a tremendous amount of system time and money.

Indeed, the mistrust was carried into the collective bargaining process by the respective teams from DCPS and the WTU. It is largely responsible for the prolonged delay in completing this contract. We had to work through it and get to a point where we were willing to “risk” trust. Once that point was reached, we were able to recommit ourselves to developing a collaborative relationship to accomplish the purposes described in the Declaration of Education, namely, to “provide high quality teaching and learning in every classroom in every school.” To that end, we have agreed on the development of Pilot Schools to experiment with new approaches to providing instruction; the implementation of a Career Ladder, that permits promotion of the systems’ most accomplished teachers so they can be used to mentor new teachers, work on curriculum design and provide professional development. We have agreed, also, to modify the grievance procedures to include meaningful mediation in an effort to decrease the quantum of grievances, facilitate proactive intervention and resolution to potential labor – management conflicts and reduce the distractions that imperil quality education for DCPS students.

Beyond the individual merit of each of these initiatives, collectively, they represent a commitment by the WTU and DCPS to jointly engage in the struggle to rebuild public confidence in the educational product offered by DC’s public schools. We, too, want to be a part of a system of education that offers real promise to DC students. Our obligation is to make it happen. Of course, the race to this goal is more than a sprint. It will take focus, perseverance, stamina, strategy and real determination to get there. But by this agreement, we hope to signal that we’re on the right track.

## DEFINITIONS

A. BOARD. The term “Board” as used in this Agreement means the nine members of the Board of Education of the District of Columbia, the Superintendent of Schools, or subordinate officers, whichever is deemed appropriate.

B. BUILDING REPRESENTATIVE. An elected representative for the Union, or a Union designee in each school, school administrative unit, or school functional unit who shall serve as chairperson of the School Chapter Advisory Committee.

C. COLLABORATIVE PLANNING. Teacher and teacher planning, teacher and principal planning and teacher and student planning.

D. EXCESSING. The involuntary transfer and assignment of a teacher from a work location to another due to enrollment and/or budgetary constraints.

E. FULL AND EQUAL PARTNERSHIP COMMITTEE (FEP). A joint committee established by the Superintendent of the District of Columbia Public Schools and the President of the Washington Teachers' Union with the responsibility for ensuring the full and successful implementation of this agreement.

F. GOVERNING LICENSURE BOARD. An organization or agency responsible for granting a license or license requirement for students of vocational study.

G. JOINT COMMITTEE. The term "joint committee" as used herein means that there shall be equal Board and Union membership on the committee, except as provided herein and where the parties agree on a different composition.

H. LOCAL SCHOOL RESTRUCTURING TEAM.(LSRT) A consensus group of educational stakeholders (administrators, parents, teachers, union representatives, community representatives, support staff, students and others as deemed appropriate), who are elected and/or appointed to advise the Board on matters of local school policy. The LSRT shall operate under the guidelines established in the Planning Guide for LSRTs as agreed on by the Union and the Board.

I. MENTOR TEACHERS. Teachers who have been released from the classroom on a full time basis to mentor new teachers to DCPS and provide support to veteran teachers as needed.

J. PARTIES. As used in this Agreement, the term "parties" refers to the Board and the Union as participants to this Agreement.

K. PILOT SCHOOLS. Schools established to create and demonstrate models of developmentally appropriate, high-quality instruction.

L. SCHOOL. Any work location such as a school building and grounds to which any member of the bargaining unit is assigned.

M. SCHOOL ADMINISTRATIVE UNIT. A group of two or more schools where pupils are taught under the administrative direction of one supervisor.

N. SCHOOL CHAPTER ADVISORY COMMITTEE. A committee consisting of not more than seven (7) members of the Union in each school, school administrative unit, or school functional unit. There shall be only one School Chapter Advisory Committee in each school,

school administrative unit, or school functional unit regardless of the number of bargaining units represented by the Union, except where there is more than one supervisor.

O. SCHOOL FUNCTIONAL UNIT. A group of teachers in a discipline who function on an itinerant basis under the direction of a supervisor, or a group of teachers of various disciplines assigned to a work location under a supervisor (e.g., service providers, mentor teachers, Oak Hill and DC Jail bargaining unit members).

P. SENIORITY. Seniority of a teacher shall have two (2) denotations: namely, system-wide seniority and building seniority. Seniority shall include temporary service only to the extent that such service is unbroken and immediately precedes probationary and permanent service.

1. System-wide seniority is based upon continual length of service as a teacher in the District of Columbia Public School System. Periods of service divided by a break shall not be added together to determine system-wide seniority.
2. Building seniority is based upon the length of uninterrupted service in a particular school or school administrative unit in a particular area of certification.
3. A resident special subject teacher who is reassigned as an itinerant special subject teacher, if subsequently reassigned as a resident special subject teacher, will carry over the building seniority accumulated in the resident assignment immediately preceding the itinerant assignment.
4. A teacher who remains in a building and is appointed by the Office of Human Resources to a position in another area of certification shall have his/her building seniority in that area of certification counted from the date of appointment to the new position.
5. A teacher who is appointed by the Office of Human Resources to a position outside of the bargaining unit and receives pay for same shall lose his/her building seniority as of the effective date of appointment.

Q. SPECIAL SUBJECT TEACHERS. A teacher of a special subject (e.g., physical education, science, mathematics, foreign language, speech, reading, music, art, and language arts) who is assigned to give specialized instruction to students on a resident or itinerant basis.

R. SUPERVISOR. The administrative head of a school or a school administrative unit, specialized service or school functional unit.

S. TEACHER. Shall refer to all employees covered by Article I.

T. THIRTY MINUTE MORNING BLOCK. A thirty minute period of time from 8:10 to 8:40 a.m. each work day that is restricted to collaborative planning, individual teacher planning, recordkeeping, and professional development.

U. UNION. The term “Union” as used in this Agreement means The Washington Teachers’ Union, Local #6, American Federation of Teachers, AFL-CIO.

V. Whenever the singular is used in this Agreement, it is to include the plural as appropriate. Whenever a masculine or feminine pronoun is used in this Agreement, it shall be deemed to refer to both the male and female gender.

ARTICLE I. RECOGNITION: OTHER ORGANIZATIONS, DUES DEDUCTION

A The Board recognizes the Union as the sole and exclusive bargaining representative for the purpose of negotiating all matters related to rates of pay, wages, benefits, hours of employment, and working conditions for employees in the occupational bargaining units and job classifications defined in this article, and sometimes collectively referred to as teachers.

Whenever members of the bargaining unit are mutually scheduled by the parties to participate during working hours in conferences or meetings or in negotiations respecting the Collective Bargaining Agreement, they shall suffer no loss in pay. To plan for, study and to participate in mutually established committees relating to the collective bargaining agreement and educational reform as proposed by the Board, the Board agrees to release during the year and during working hours a reasonable number of WTU members upon request of the WTU President. The President shall submit to the Superintendent for approval the names of WTU members proposed for release in accordance with a predetermined schedule at least three (3) days prior to any meeting.

B. ET Teachers’ Bargaining Unit

All full-time employees and regular part-time employees who work at least one half time in the job classifications listed below:

<b>POSITION TITLE</b>	<b>PAY PLAN/GRADE</b>
Attendance Officer	ET 15
Audio Visual Coordinator	ET 15
Child Labor Inspector	ET 15
Counselor (elementary school)	ET 15
Counselor (secondary school)	ET 15
Curriculum Development Specialist	ET 15
Hearing Therapist	ET 15
Job Coordinator	ET 15
Librarian (elementary school)	ET 15
Librarian (secondary school)	ET 15
Placement Counselor	ET 15
Pupil Personnel Worker	ET 15
Psychiatric Social Worker	ET 15
Reading Specialist	ET 15
School Psychologist	ET 15

School Social Worker	ET 15
Speech and Language Pathologist	ET 15
Teacher (elementary school)	ET 15
Teacher (secondary school)	ET 15
Junior ROTC Instructors* (holding at least a Bachelor's degree)	ET 15
Oak Hill Teachers	ET 15/12
Mentor Teachers	ET 15/12

\* fifty-two week positions

#### C. ET 15/12 Teachers' Bargaining Unit

ET 15/12 employees who work twelve months per year, have the same working conditions as all ET 15 bargaining unit members and are paid on a special salary schedule.

#### D. EG Teachers' Bargaining Unit

All full-time employees who work a forty (40) hour week and fifty-two (52) weeks a year in a temporary indefinite, probationary, or permanent status, who are rendering educational services and receive compensation pursuant to the "EG" salary schedule, excluding supervisors, management personnel, confidential employees, employees engaged in personnel work other than in purely clerical capacities, employees in the ET bargaining unit, any other personnel currently represented by a labor organization and employees engaged in administering the provisions of Title 1, Section 618 of the D.C. Code, in the job classifications listed below.

<b>POSITION-TITLE</b>	<b>PAY PLAN/GRADE</b>
Counselor	EG 09
Education Technician	EG 09
Guidance Counselor	EG 09
Instructor	EG 09
Teacher (adult education)	EG 09
Teacher (bilingual education)	EG 09
Teacher (secondary education)	EG 09
Teacher (special education)	EG 09
Teacher (vocational education)	EG 09
Teacher Coordinator	EG 09
Training Instructor	EG 09
Training Specialist	EG 09
Vocational Rehabilitation Specialist	EG 09
Junior ROTC instructors * (without a Bachelor's degree)	EG 09

\* fifty-two week positions



1. When any such personnel are serving in any capacity other than in the job classifications above, the Union will not represent them in that capacity.
2. Teachers have the right to join any teacher organization, but membership in a teacher organization shall not be required as a condition of employment.
3. Upon receipt of a lawfully executed written authorization from employees covered by this Agreement, the Board agrees to process such forms to the District of Columbia Government for the deduction of the regular Union dues of such employees from their bi-weekly pay. Arrangements for dues deduction and the revocation of such dues deduction shall be made in accordance with the procedures of the Office of Financial Management Pay and Retirement, District of Columbia Government. The Union shall be the only teacher organization eligible to use payroll deduction for membership dues.
4. In recognition that the Union feels that employees who benefit by the Agreement should share in the costs, employees who do not pay Union dues shall be required to remit to the Union through payroll deduction an amount equivalent to eighty-five percent (85%) of the amount of Union dues effective the first pay period beginning on or after the effective date as provided in the Article "Duration of Agreement." Such deductions shall be made only as long as the Union shall demonstrate on a semi annual basis that at least sixty-five percent (65%) of the employees in the unit are having full membership dues remitted to the Union as evidenced by payroll deduction or copies of checks submitted for payment of union dues by unit members. The Union shall indemnify and hold the Board harmless against any and all claims, demands and other forms of liability, which may arise from the operation of this provision. In any case in which judgment is entered against the Board as a result of dues deduction or other fees, the amount held to be improperly deducted from an employee's pay, and actually transferred to the Union by the Board shall be returned to the Board or conveyed by the Union to the employee(s) as appropriate.

#### E. Athletic Trainers

The Board and Union agree to continue negotiations on working conditions, compensation, and other bargaining unit benefits for athletic trainers. Upon completion of negotiations, the Superintendent and the WTU President shall execute a Memorandum of Understanding detailing the terms of the agreement and such Memorandum of Understanding shall become an addendum to this agreement.

## ARTICLE II. QUALITY EDUCATION

The Board and Union agree that while improving public education in the District of Columbia is a major concern to all citizens, policy decisions on quality education are the Board's responsibility. The Board and the Union agree to work cooperatively on all phases of school improvement, including school reform, professional development, and developing high-quality teachers.

School Reform means comprehensive strategies employed over time to redesign, restructure, or transform schools that are not effectively serving children and the community, into schools that support and facilitate increased student achievement. This reform will be accomplished through the implementation of research-based best practices, restructuring schools and improving facilities, resources and services.

The Board shall provide written notice of potential school reform to all teachers in those schools that have been identified as soon as possible. In any case, within two weeks of the Board's decision to reform a school, teachers in those schools shall be given written notice of that decision.

### A. Full And Equal Partnership

#### 1. Equal Partnership

With this contract, the Washington Teachers Union (hereinafter, the "WTU") and the District of Columbia Public Schools (hereinafter, "DCPS") are establishing a full and equal partnership which we define as shared commitment, responsibility, and accountability for student achievement. This partnership requires open communication, trust, respect, collaboration, shared decision making, and compliance with all agreements. It requires full participation on all issues concerning education of DCPS students.

To that end, we establish the Full and Equal Partnership Committee ( the "FEP"). It will consist of the Superintendent and the President of the WTU and as many designees (an equal number from DCPS and the WTU) as they deem appropriate. All other joint committees described herein, with the exception of the committees working on Pilot schools and the Career Ladder, will work under the auspices of the FEP.

The FEP is primarily responsible for ensuring the full implementation of this collective bargaining agreement. It will also work to build collaborative relationships among stakeholders (teachers, administrators, parents, students and others) in order to create a healthy climate for improved learning.

#### 2. Labor Management Relations

The parties agree that an effective Labor Management Relationship that facilitates productive collaboration and shared decision-making at the local school level is essential to high quality teaching and learning. The Superintendent and WTU President agree to consult on strategies designed to promote non-threatening and productive working relationships between

WTU building representatives and local school administrators. Such strategies may include, but not limited to, joint training, mediation, data monitoring and analysis, labor management partnership certification and support intervention. The parties agree to jointly establish a subcommittee of the FEP to provide support and facilitate successful labor management partnerships and collaboration at local schools. The subcommittee shall develop operating procedures and those procedures shall be provided to all building representatives and administrators. Union representatives and administrators may access the subcommittee for assistance in establishing and maintaining non-threatening, collaborative, and productive labor-management relationships that promote high quality teaching and learning in all District of Columbia Public Schools.

#### B. New Teacher Induction/Mentoring

The parties agree to form a joint committee consisting of the Superintendent or designees, President of the WTU or designees, and 6 representatives selected by the WTU – and 6 representatives selected by the DCPS to implement the mentoring and induction program adopted by the Board.

The joint committee shall develop and implement a mentoring and induction program that will:

1. Require the participation of all teachers within their first three years of service in DCPS.
2. Begin with an initial 4 or 5 days of training in classroom management and effective teaching techniques.
3. Offer a continuum of professional development for all teachers.
4. Develop and match mentor teachers with the newest staff.

#### C. Pilot Schools

The parties are planning for the development of innovative pilot schools. The purpose for establishing these pilot schools is to create models of developmentally appropriate, high-quality instruction within the framework of the Master Education Plan, the Declaration of Education and No Child Left Behind. These schools will be designed to provide an alternative educational environment to attract and retain the District's children and families.

There will be two types of pilot schools starting in 2006-2007: "innovative" public schools and "compensation incentive" (CI) public schools. Some schools may be both.

Innovative pilot schools may operate under procedures that are different than those that currently exist in public schools in the District. These procedures may include a modified school day; specified wrap-around services; alternative student evaluation; and increased tutorial support for students.

The goal of the CI pilot schools is to determine whether this form of compensation substantially increases student achievement, teacher retention, job satisfaction and overall educational success of students in the District of Columbia Public Schools.

Immediately after the execution of this agreement, a joint working committee of ten members (five from DCPS and five from the WTU), co-chaired by the Superintendent of DC Public Schools and the President of the WTU, will begin to determine the method for selecting pilot schools, standards, procedures, the process for teacher application and other operational criteria.

Once these procedures have been developed and published, teachers will be able to apply to serve on the faculties of these schools.

#### D. Career Ladder

The parties have agreed that at the beginning of SY '07-'08, a Career Ladder Program will be instituted in DCPS. The purpose of the program is to create an opportunity for advancement in teaching for the system's most successful teachers. The Career Ladder Program will allow these teachers to earn a differential in pay above their base salary while remaining in the classroom. Beyond their teaching responsibilities, these teachers will also be asked to share their skills with their colleagues by mentoring new teachers, providing support to veteran teachers and by participating in the design and implementation of other instructional activities.

The Career Ladder Program will operate under the auspices of the Career in Teaching Committee (CIT) which will be comprised of six (6) members appointed by the WTU President and six (6) members appointed by the Superintendent of Schools. The chair will rotate annually between the two parties. During the next school year '06-'07, a joint committee with equal membership from the WTU and DCPS will convene to delineate the roles, responsibilities, expectations and success measures for this program. Once this work is completed, the committee will prepare and publish the application and criteria for selection.

#### E. Professional Development and Curriculum

Professional development is a critical component in supporting high quality teaching and learning. Creating a coherent system-wide plan for improving professional skills and competencies to increase student learning will organize school personnel into learning communities whose goals are aligned with those of the school and district. This will require the systematic training of teachers within their first three years of service and offer a continuum of professional development for all teachers resulting in:

1. A clear statement of job performance expectations;
2. A clear statement of support to be given to teachers;
3. A shared vision and philosophy of the school system;
4. The provision of instructional materials and classroom resources to facilitate the successful delivery of instruction;

5. The support of all teachers by providing relevant, research-based professional development; based on district goals, best practices and proven methods of increasing student success; and
6. A significant impact in the social, emotional, and academic growth of each child in the District of Columbia Public Schools.

The WTU and the Board mutually recognize the necessity of aligning standards, curriculum and assessment. This alignment is necessary in order to provide meaningful professional development that can be successfully incorporated into classroom content and instruction.

Therefore, the parties agree to work cooperatively to develop well-articulated programs of instruction for each grade level that will guide and support teachers in aligning classroom instruction with the standards, curriculum and assessment system in order to support improved student achievement. The programs of instruction will outline to teachers and inform parents as to what students should know and be able to do, and incorporate relevant research-based developments in the areas of teaching and learning and effective practice. National and local curriculum programs, models and materials will be reviewed on an ongoing basis to determine their value for alignment with the standards, curriculum and assessment system, and where deemed appropriate will be incorporated into the programs of instruction. Professional development framed by the aligned standards, curriculum and assessments will support teachers in the continuing enhancement of their content knowledge and classroom practice.

1. The Board and the Union agree that matters dealing with quality education decisions are the Board's responsibility. The parties agree that teachers must be allowed to participate in the various stages of staff and curriculum development. Vital to the success of quality education is the involvement of teachers in the development and implementation of such programs.
2. The SCAC, in consultation with the staff, may develop surveys to seek information for the training of, and assistance to, teachers related to improving student achievement.
3. The Building Representative, after conducting such a survey, will share the results with the LSRT, staff and local school principal for consideration during the professional development deliberations for local school plan policy recommendations.

F. Professional Development Standards

1. All professional development will be designed to meet the School District's strategic goals, content/performance standards, and assessed teacher/staff needs and/or to improve student performance.
2. Professional development must be a continuous and ongoing process that promotes sustained interaction among teachers and other instructional

support personnel to address issues of local common concern and the School System as a whole.

3. Professional development programs and activities for school-based employees will focus on improving teaching practice and school climate issues, and to the greatest extent possible, shall be linked to reflecting upon and improving daily practice.
4. Professional development programs for teachers shall be based on the recognition of education as a dynamic, professional field characterized by new developments and knowledge about the teaching and learning process and, to the greatest extent possible, shall emphasize growth and development in addition to remediation.
5. Professional development shall be implemented as part of a comprehensive program to improve student achievement. At the school level, for example, professional development programs should reflect school improvement planning.
6. Professional development programs shall draw on the resources and expertise of employees within schools. Programs shall also promote the School District's partnering with the WTU, and institutions of higher education as service providers.
7. Professional development shall emphasize the following key content areas:
  - (a) Enhancing content knowledge and delivery;
  - (b) Implementing content/performance standards;
  - (c) Developing lessons, units and courses of study or curriculum development;
  - (d) Pedagogy and instructional strategies, including accommodating different learning styles (Differentiated Instruction);
  - (e) Assessment;
  - (f) Classroom management and conflict resolution;
  - (g) Student discipline and behavior management;
  - (h) Integrating learning technologies;
  - (i) Evaluating research, programs and materials; and
  - (j) Leadership, collaboration, conflict resolution and team building.

8. Professional development may include a variety of delivery models, but shall incorporate the model(s) best suited to the objectives of the program and shall consistently support individual improvement in the context of organizational goals.
9. Professional Development shall be provided by DCPS for all teachers during the tour of duty relating to the needs of students with disabilities, i.e., directives, guidelines, best practices, and all applicable district and federal laws.
10. The Board and Union agree that professional development provided during the school day should be scheduled in a manner that will minimize disruption to ongoing school operations. To this end, the Board agrees to provide one half (1/2) day each month during the school calendar year for teachers to engage in professional development. On such days, schools will close one half (1/2) day in the afternoon for all students unless otherwise mutually agreed by the Superintendent and WTU President.

G. National Board Certification

The WTU and DCPS are committed to improving schools by promoting better teaching and learning. To this end, we support the mission of the National Board for Professional Teaching Standards. These standards are designed “to establish high and rigorous standards for what accomplished teachers should know and be able to do, to develop and certify teachers who meet these standards, and to advance related education reforms for the purpose of improving student learning in schools in the United States.”

1. Recognizing the importance of high standards for teachers, a partnership (Partnership) has been formed among the District of Columbia Public Schools, a consortium of Universities, the National Board for Professional Teaching Standards and the Washington Teachers’ Union. The purpose of the Partnership is to promote and support teachers who are seeking National Board Certification; and
2. The Partnership will provide financial, technical and pedagogical support to National Board candidates, including assistance with photocopying, media services, and portfolio development. Also, up to three (3) days of administrative leave will be available annually to those candidates participating in National Board Certification activities.

ARTICLE III. FAIR PRACTICES

A. The Board shall not discriminate against any teacher on the basis of membership in any teacher organization or association with the activities of the Union.

B. The Union recognizes its responsibility as bargaining agent and agrees to represent all employees in the bargaining unit without regard to union membership, within the provisions spelled out in this Agreement.

#### ARTICLE IV. TEACHER TRANSFER POLICY

The Board in transferring ET-15, ET15/12 and EG-09 employees shall apply the policy hereinafter set forth.

##### A. Voluntary Transfers

1. A voluntary transfer is a change in a building assignment from one work location to another, within the area of certification of present employment, initiated by the teacher.
2. Lists of vacancies, to the extent known, shall be prepared and posted on or before April 1 annually.
3. The vacancy list shall be posted, by the supervisor, in all schools and offices where members of the bargaining unit are located and a copy shall be provided to the WTU Building Representative. The list will indicate the school, program, position and the certification required for the position. The Director of Human Resources shall provide a copy of the vacancy list, along with position descriptions to the President of the Washington Teachers' Union. Position descriptions shall be provided to bargaining unit members upon request from the Human Resources Division.
4. Requests for transfers will be honored to the extent they do not conflict with law, instructional requirements, and/or the best interest of the school system.
5. In cases where two or more teachers request a transfer to the same school but there are insufficient vacancies, preference shall be given to the teacher with the greatest amount of system-wide seniority. In cases where teachers have the same amount of system-wide seniority, the selection shall be determined by building seniority.
6. When a transfer is granted at the request of a teacher, the teacher shall be ineligible to request another transfer for three years. This limitation does not apply to teachers requesting a transfer (a) from schools that close, or (b) to pilot schools. A teacher who rejects a transfer to a school he/she has requested as one of his/her choices shall not be permitted to apply for transfer during the following year.
7. Written notification to teachers granted or denied a transfer shall be made as soon as a determination is made, but in no case later than July 14.



Teachers denied a transfer shall be notified in writing of the reason(s).  
The Union shall receive a copy of all transfer actions.

8. A teacher requesting a transfer must possess the certification for the position prior to the transfer and must have received a rating of satisfactory or above for the previous school year.
9. Teachers who are unable to adapt to an open space environment shall be permitted to transfer to a self-contained classroom, at any time, if a position is available.
10. Teachers requesting a voluntary transfer can arrange to interview with school principals by one or both of the following:
  - (a) at the DCPS transfer fair in April of each year; or
  - (b) with principals between April and June 30.
11. Voluntary transfers may occur at the same time or prior to the placement of excessed teachers.
12. Teachers requesting a voluntary transfer, shall submit their request online to the Human Resources Department any time before June 15th of each year.
13. In any year that a reduction-in-force occurs, the provisions of Section A shall not apply.

B. Involuntary Transfers

1. Involuntary transfers shall be made only after consultation and discussion with the teacher involved. At the teacher's request, there may be present at such discussion a representative of the Union. A teacher who is involuntarily transferred shall be given two (2) weeks notice, except in those cases where the transfer must be made in less than two (2) weeks, the notice shall be given as timely as possible. The notice of the transfer shall contain the reasons therefore. Teachers who are involuntarily transferred shall be given at least 3 workdays of non-instructional duties, prior to the transfer, at no loss in salary to prepare for transfer from their current site location to their new assignment. Such preparation may include but is not limited to the purposes enumerated below:
  - (a) boxing materials for transfer to the next building assignment; and
  - (b) setting up their new classroom, gathering and organizing instructional materials.

2. The Board further agrees to provide logistical support (boxes, storage and transporting of educational materials) for the transferring teacher to the new building assignment.
3. Involuntary transfers shall not be made for reasons of disciplinary action.
4. In cases where transfers are necessary as a result of excessing teachers from buildings, preference shall be given to the teacher with the most building seniority, provided the teachers are equally certified. Where building seniority can not be determined by the official records of the Office of Human Resources, preference shall be given to the teacher with the most system-wide seniority.
5. A teacher who is involuntarily transferred shall carry forward his/her building seniority. The provisions of Section 5 shall apply to:
  - (a) A teacher who accepts an involuntary transfer when a reduction in the teaching staff of their current building is required.
  - (b) A teacher who is granted a transfer because of the inability to adapt to the open space environment.
  - (c) A resident special subject teacher whose reassignment conforms to the provisions of Definitions P.3.
  - (d) A teacher who elects to leave a school in accordance with Article XXIV 11d.

### C. Excessing

In cases where transfers are necessary as a result of excessing, teachers will be notified of their excess status by their supervisors prior to the last day of school for teachers.

1. Excessed teachers shall be notified of their new assignment by the Office of Human Resources by July 31.
2. Excessed teachers shall be given the option of returning to their former assignments if a vacancy occurs in the area of certification from which they were excessed by the end of the equalization process in the following school year.
3. When two or more teachers have the same certification and identical building seniority, the teacher with the least amount of system-wide seniority shall be excessed.
4. When two or more teachers have the same certification, same building seniority, and the same system-wide seniority, the teacher with an annual evaluation of "Exceeds Expectations" in the school year immediately

preceding the year in which excessing occurs, shall not be excessed prior to the teacher with an annual evaluation of "Meets Expectations" in the school year immediately preceding the year in which excessing occurs. In the event that certification, building seniority, system seniority, and the immediate preceding year's annual evaluations are identical, the teacher to be excessed shall be determined by lottery. For the purpose of excessing, a teacher's official area of certification shall mean his/her licensed area of employment in DCPS, as evidenced by his/her official records of the office of Human Resources. A teacher's official building and system-wide seniority shall be determined by his/her official records of the office of Human Resources.

5. Teachers who receive an annual rating of "exceeds expectation" in the year directly preceding a year in which excessing occurs may request a waiver from excessing procedures through a process jointly determined and agreed upon by the Superintendent and President of the Washington Teachers Union (WTU). In such cases, the teacher must initiate a waiver request that includes a defensible explanation why excessing him/her would result in a detriment or hardship to the mission of the school and its school improvement plan. In addition, the school principal must submit a written explanation of why the retention of the teacher is critical to the success of the school. The granting of such waiver shall require the written approval of the Superintendent and WTU President, and it shall not be granted for a period longer than one (1) school year for each approved waiver request. The Superintendent and President of the WTU agree to review the effectiveness of the new provisions and overall educational impact of the standing provisions of Article IV.6
6. All excessed teachers not placed by July 15, shall be assigned (by the Office of Human Resources) in remaining vacancies according to certification.
7. Excessed teachers shall have priority in placement according to their system-wide seniority in the area of their certification. All such placements shall be made no later than July 31. In the event there are fewer system-wide positions in the area of a teacher's certification than the number of excessed teachers, excessed teachers shall be entitled to bumping rights based on system-wide seniority in the area of their certification. After the completion of the system-wide bumping process, remaining excess teachers for which there are no available positions shall be subject to termination from DCPS. Such terminated teachers shall retain recall rights for three years. However, when a teacher is recalled and declines to accept a position that is equal or comparable to the one from which he/she was terminated, but the teacher is available to accept such assignment, he/she shall forfeit his/her right to recall. When a teacher is recalled and declines to accept a position that is equal or comparable to the one from which he/she was terminated, and is unavailable to accept such

recall assignment due to other employment or other extenuating circumstances, he/she must accept the recall assignment by the beginning of the following school year or shall lose his/her right to recall.

D. Personnel actions for all transfers shall be provided for the teacher within thirty (30) days after the effective date.

E. A teacher transferring out of a school which becomes a Pilot shall be placed in a vacant position for which he/she is certified before voluntary transfers and new hires are placed. All teacher transfers into or out of a Pilot school shall be treated as involuntary transfers for purposes of building seniority.

F. Detailing of teachers will be done in accordance with District of Columbia Regulations, Title 5.

#### ARTICLE V. PERSONNEL FILES

A. The teacher's personnel file will be maintained in the Division of Human Resources. This shall be the teacher's only official personnel file.

B. Upon appropriate request by the teacher, properly identified, he/she shall be permitted to examine his/her own file in the presence of a Division of Human Resources representative. Such requests will not be honored during the two weeks prior to, and two weeks following the opening of the school term.

C. A viewing record shall be developed and maintained reflecting the date, name and position of each person granted access into the file.

D. The teacher shall be permitted to obtain a copy of any material contained in his/her file.

E. A Union representative shall be permitted to examine a teacher's personnel file in the presence of a representative from the Division of Human Resources provided that a document authorizing such examination is signed by the teacher and has been received by the Director of Human Resources prior to the date of examination of the file.

F. Documentation of a teacher's professional performance, adverse actions, or documents that may lead to or result in adverse action against a teacher, shall not be placed in a teacher's official personnel file until a copy of such material has been delivered to the teacher.

G. If the supervisor is unable to deliver such material, he/she shall mail it, certified mail, receipt requested, to the teacher's last known address of record.

H. Should the teacher disagree with the contents of the material, he/she shall have the right to answer such material, and the answer shall be attached to and filed with the material in the official personnel file.

I. Upon the written request of the teacher, materials of an adverse nature, older than three years, shall be considered for removal unless it can be demonstrated that their removal will compromise the interests of the school system. Such removal shall take place within thirty (30) days from the receipt of said request. No evidence of an incident or action more than three years old may be used in determining any current or proposed disciplinary or adverse action.

J. Materials of an adverse nature that become the subject of a grievance shall be removed from the personnel file if that is part of the grievance/arbitration resolution.

K. A teacher's personnel file shall be treated as confidential.

L. Anonymous material shall not be placed in an employee's official personnel file.

M. Personnel information concerning an employee's unpaid bills or bad checks shall not be placed in an employee's official personnel file.

N. Lost records and/or files shall be recreated at DCPS' expense. Benefits due a teacher shall be awarded immediately upon reconstruction, retrieval or restoration of lost records.

## ARTICLE VI. GRIEVANCE AND ARBITRATION

### A. Statement of Principle

It shall be a guiding principle of this procedure that the parties shall make every reasonable effort to resolve any dispute between them by mutual agreement. The parties also agree that if a grievance is filed, the parties shall make every reasonable effort to resolve the grievance by agreement at the lowest possible step of the grievance procedure. Further, the parties agree to utilize those methods already contained in the CBA, such as the SCAC and the LSRT, to facilitate resolving disputes by mutual agreement. Finally, the parties expect that good faith observance, by their respective representatives, of the principles and procedures set forth herein will result in the settlement or withdrawal of substantially all grievances initiated hereunder at the lowest possible step, and recognize their obligation to achieve that end.

### B. Definition

A grievance is a complaint involving a work situation or a complaint that there has been a deviation from, misinterpretation of, or misapplication of a practice or policy; or a complaint that there has been a violation, misinterpretation, or misapplication of any provision of this Agreement.

### C. Procedure

1. Either an employee or the Union may raise a grievance, and, if raised by the employee, the Union may associate itself with the grievance at any time except as otherwise provided. If raised by the Union, the employee may not thereafter raise the grievance himself, and if raised by the employee, he may not thereafter cause the Union to raise the same

grievance independently. Any grievance raised by the Union on behalf of an employee must identify the employee. The Union may not process a grievance on behalf of an employee without that employee's consent.

2. Grievances shall be settled as follows:

(a) When a grievance is raised by an employee:

#### STEP 1:

An employee who wishes to raise a grievance shall do so within ten (10) school days after the event giving rise to the grievance. Within five (5) school days after receipt thereof, the supervisor and the employee shall meet to resolve the dispute informally and expeditiously. At the employee's option there may be present at such discussion a representative of the Union or any other school employee, or outside representative selected by the aggrieved employee who is not an officer, agent, or representative of another teacher organization. At the immediate supervisor's option, there may be present at such discussion additional employees of the school system selected by the immediate supervisor. Prior to the discussion, employees shall identify the discussion as Step 1 of this grievance procedure. If the matter in dispute is not settled, immediately prior to the termination of the Step 1 discussion, the employee shall execute a duplicate form provided by the Union showing the date, time, place, persons involved in the discussion, a written statement of the grievance discussed, and the relief requested. The form shall be signed by the employee and the immediate supervisor.

#### STEP 2 - Mediation:

If the grievance is not settled at Step 1 within two school days following the Step 1 meeting, within five school days thereafter, the parties shall submit in writing a request for mediation to the mediation panel with a copy to the Office of the Superintendent. The request for mediation shall include all documentation from Step 1. The mediation panel shall assign a mediator who will schedule and meet with the parties within five (5) school days after receipt of the complaint. This timeline may be extended by mutual agreement of the parties. The mediator shall prepare a written statement summarizing the agreement between the parties or indicating that the parties failed to agree. This summary shall be prepared and circulated to the parties, the Office of the Superintendent and the WTU within three (3) work days following the mediation session.

#### STEP 3:

If the complaint is not resolved within five (5) school days of completion of the mediation, the matter shall be reduced to writing (the "Grievance") and submitted to the Office of the Superintendent. The written "Statement of Grievance" shall include:

1. The name(s) of the employee(s) involved;
2. A brief statement of the facts giving rise to the grievance;

3. Where appropriate, a reference to the provision(s) of the Agreement alleged to be violated; and
4. The relief requested.

The Superintendent, or his/her designee, and those he/she may further name, shall meet with the representatives of the WTU, and with the persons referred to in Step 1, within ten school days of such submission, and the Superintendent or designee shall render a decision, in writing, within ten days of such meeting. This meeting shall take the form of a hearing, before a neutral hearing officer during the course of which all parties are afforded the opportunity to present evidence, witnesses, and arguments in support of their respective position(s). The hearing officers shall submit his/her decision to the parties and the decision is binding absent a request for arbitration by either party.

STEP 4:

1. If either party is dissatisfied with the decision received at Step 3, within thirty (30) days following the receipt of the decision, either party may notify the other of its intention to invoke arbitration. Within ten (10) school days following receipt of notification, the parties shall meet to mutually agree on an Arbitrator to hear and decide the case. If the parties are unable to agree on an Arbitrator, either party may invoke arbitration by filing notice with the American Arbitration Association within ten (10) school days thereafter. Simultaneously, notice shall be sent to the President of the Board of Education, the Superintendent of Schools, and the Office of Labor Management and Employee Relations.
2. The question in dispute, jointly stipulated to if possible, shall be referred to an Arbitrator selected by the parties or to an arbitrator selected by the parties from a panel provided by the American Arbitration Association.
3. The Arbitrator shall hear and decide only one grievance in each case. He shall not be bound by formal rules of evidence. He shall be bound by and must comply with all the terms of this Agreement. He shall have no power to delete or modify in any way any of the provisions of this Agreement. He shall have the power to make appropriate awards. The Arbitrator shall render his decision in writing, setting forth the Arbitrator's opinion and conclusions on the issues submitted within thirty (30) days after the conclusion of the hearing. The decision of the Arbitrator shall be final and binding upon DCPS, WTU and all bargaining members.
4. No provision of this Agreement, which is stated to be a matter of policy, shall be subject to arbitration.
5. Fees and expenses of the Arbitrator shall be borne by the non-prevailing party.
6. No individual employee may invoke Arbitration.

7. When a grievance is raised and involves a matter of general application, the initial step shall be Step 3.

D. General

1. No matter shall be entertained as a grievance, unless it has been raised with the other party within ten (10) school days after the occurrence of the event giving rise to the grievance.
2. All time limits set forth in this Article may be extended by mutual consent, but if not extended, must be strictly observed.
3. If an employee or the WTU fails to file a grievance within the time limits specified in these procedures, and DCPS does not object within five (5) school days after receipt of the grievance, its right to object to the late filing is waived. However in no case may a grievance be filed more than thirty (30) school days after the event giving rise to it. If the matter in dispute is not resolved within the period provided for any step, the next step may be invoked.
4. Once a grievance has been filed, it may not be altered, except that the Grievant may delete items from the grievance.
5. If the Union is not a party to Steps 1, 2, or 3 of this Article, then the disposition of the dispute shall not be a precedent with respect to it.
6. No hearing shall be open to the public unless all parties agree.
7. The fact that a grievance is filed by an employee, regardless of its disposition, shall not be recorded in the employee's personnel file, any file or record used in the promotion process, for any recommendation for job placement; nor shall an employee be placed in jeopardy or be subject to reprisal for having pursued this grievance procedure.
8. Any hearing provided for in this Article shall be conducted at a time and place which will afford a fair and reasonable opportunity for all persons, including witnesses, required to attend. Witnesses shall be present in the hearing only when their testimony is presented. When hearings are held during school hours, employees required to be present shall be excused with pay for that purpose.
9. The Board and the Union shall have the right, at their own expense, to legal and/or stenographic assistance at Step 4.
10. Employees and the Union shall follow the procedures in this Article regarding any grievance.



11. No recording device shall be used at Step 1, 2, or 3 of this procedure. No person shall be present at any of these steps for the purpose of recording the discussion.
12. At Step 3, there shall be a single chief spokesperson on each side, provided that this shall not preclude any participant at Step 3 from speaking.
13. DCPS shall comply with grievance settlements and arbitration awards within 60 days of the effective date of the completion of the settlement or receipt of the arbitrator's award and submission of all necessary paperwork submitted by the employee.
14. The parties shall conduct joint training for all WTU bargaining unit members and DCPS Administrators on the content of the Contract and conflict resolution. This training shall be conducted as a part of the ongoing professional development program by the Director of Human Resources or his/her designee, the General Counsel of DCPS or his/her designee(s) and the President of the WTU or his/her designee(s). The joint training shall be conducted once each year, within the first three months of the School Year under the auspices of the FEP.

E. Joint Grievance Committee

The parties shall establish a joint grievance committee to meet once monthly to accomplish the following

1. Monitor and track the status of grievances at Step 2 and 3.
2. Collect and analyze data regarding the frequency and location of particular grievances and report to the FEP Committee.
3. The Joint Grievance Committee shall have the discretion to intervene in schools where the data indicates that the most grievances are filed.
4. This committee shall operate under the auspices of the FEP.

ARTICLE VII. DISCIPLINE PROCEDURE

A. Principles

In the administration of this Article, the basic principle shall be that discipline shall be corrective in nature rather than punitive. No employee may be disciplined or discharged except for just cause. Any such discipline or discharge shall be subject to the grievance-arbitration procedure provided for in this Agreement.

B. Progressive Discipline

The intent of this Article is to establish a process for progressive actions which may lead to a letter of reprimand, or suspension to which the Article applies. Any discipline or discharge must adhere to the following system of progressive discipline.

1. Discussion

For minor offenses, management has a responsibility to discuss such matters with the employee. Such discussions are not considered discipline and are not grievable. Such discussions shall not be noted in the employee's Official Personnel File, and may not be cited as an element of prior adverse record in any subsequent disciplinary action against the employee.

2. Written Reprimands

A written reprimand is a disciplinary notice in writing, identified as an official disciplinary written reprimand, which shall include an explanation of a deficiency or misconduct to be corrected.

- (a) A written reprimand based upon an act or omission by the teacher shall be placed in the personnel file within a reasonable period of time following the incident, provided that the teacher has had an opportunity to review the materials and to comment thereon.
- (b) A reasonable period of time following the incident shall be for the purpose of investigating the incident, but shall not exceed five (5) days, unless there is written mutual agreement to extend the period.
- (c) If the Administrator concludes that there is no basis for the allegations, no reprimand will be placed in the file.
- (d) If the Administrator concludes that there is a basis for the allegation, the reprimand shall be placed in the personnel file after the teacher has been provided a copy. Should the teacher disagree with the contents of the material, the teacher shall have the right to answer such material, and the answer shall be filed with the reprimand in the teacher's personnel file.
- (e) A teacher has the right, upon request, to have a Union representative present during an investigatory meeting with the Administrator.
- (f) If a reprimand is placed in a teacher's official personnel file contrary to the procedures described above, that reprimand shall be immediately removed from the teacher's official personnel file.
- (g) Procedures for Written Reprimands:
  - (i) The steps set forth below will be followed with respect to union members whose performance or conduct warrants a

written reprimand by his/her supervisor. Reasons for a letter of reprimand include, but are not limited to, unsatisfactory performance, unprofessional conduct, and persistent violation of or refusal to obey the school laws of the District of Columbia or reasonable regulations prescribed by the Board of Education.

- a. Verbal warning (oral only, not provided in writing);
  - b. Written warning (maintained in unit member's site or program personnel file);
  - c. Letter of Reprimand (maintained in unit member's district personnel file).
- (ii) The supervisor shall have the discretion to determine the number of verbal and written warnings prior to issuing a written reprimand.
- a. In cases of egregious conduct, the supervisor may issue a letter of reprimand without previously having issued either a verbal or written warning.
  - b. A written reprimand based upon an act (Section 1 above) or omission by the teacher shall be placed in the personnel file within a reasonable period of time following the incident, provided that the teacher has had the opportunity to review the materials and to comment thereon.

### 3. Suspensions or discharge

In the case of suspensions, or discharge, the official taking the action shall provide the employee with advance written notice of the charge[s], which shall include a specific statement of the evidence supporting such charge[s], no later than ten (10) school days prior to the effective date of the discipline. At the option of DCPS, an employee shall either remain on the job or in pay status for the entire ten (10) day period.

Within five (5) days of the receipt of the notice, the employee has the right to review all documents related to the charges and to provide a written reply along with supporting documents against the charges. The decision shall go into effect as stated unless upon consideration of all relevant facts by the official taking the action, the action is to be modified, at which time the employee and the union shall be so notified in writing of the modification. The disciplinary action or discharge shall not take effect until the requirements of this article are satisfied. All suspensions shall be administered in a manner which causes the teacher to lose no more pay than the actual days of suspension.

C. The initiation of the disciplinary action shall be taken no later than thirty (30) school days after the supervisor's knowledge of the alleged infraction. In cases requiring an investigation, any investigation conducted by or on behalf of DCPS into the alleged infraction shall be completed, with any investigation report provided to the employee involved and to the WTU within thirty (30) days after the supervisor's knowledge of the alleged infraction. This time limit may be extended by mutual consent, but if not so extended, must be strictly adhered to.

D. Immediate Administrative Leave. In cases where retaining the employee on duty may be injurious to the employee, students, or to others, the employee may be placed immediately on administrative leave pending further administrative action.

#### E. Disciplinary Conferences

Any teacher has the right, upon request, to be represented at any disciplinary conference. The teacher shall be notified in advance of said administrative conference. A Union representative may accompany the teacher to said conference and may speak on behalf of the teacher.

#### F. Allegations of Corporal Punishment

As soon as a supervisor becomes aware of an allegation of corporal punishment, the supervisor shall immediately notify the affected teacher and the WTU Building Representative that an allegation of corporal punishment has been made. Additionally, within two school days of the supervisor's knowledge of an allegation, the supervisor shall provide the teacher and WTU with written notification that an allegation of corporal punishment has been made against the teacher. Prior to any investigatory meeting, interview, or discussion with DCPS, the supervisor shall inform the teacher of his or her right to be accompanied by a Union representative. In circumstances where allegations of corporal punishment are reported to the Principal, prior to notifying security or the police, the Principal shall give the teacher the option of reporting to the police precinct, accompanied by a WTU Field Representative if desired, to discuss the allegation with the proper law enforcement authorities.

#### G. Professional Courtesy

As appropriate protocol, and when possible, all differences of an interpersonal nature should be worked out between an informal conference between the teacher and the Administrator. When interpersonal differences occur, the parties recognize that it is inappropriate to criticize each other in the presence of others.

#### H. Complaints

When a teacher becomes the subject of a complaint, the following processes should be adhered to:

1. Every effort should be made to resolve the complaint at the earliest possible stage. Whenever possible, the complaint concerning the teacher

should be made directly by the complainant to the teacher against whom the complaint is made.

2. If the complainant is unable or unwilling to resolve the complaint directly with the teacher involved, he/she may submit a written complaint to the teacher's Principal.
3. Upon receipt of a written complaint, a copy shall be provided to a teacher within seventy-two (72) hours. During school vacation periods, such copy shall be sent Certified Mail, Return Receipt Requested. After receipt of the copy, a teacher shall have up to five (5) days to prepare his/her response.
  - (a) The written complaint must include:
    - (i) The name of each of the parties involved;
    - (ii) A brief but specific summary of the complaint and the facts surrounding it; and;
    - (iii) A specific description of any prior attempts to discuss the complaint with the teacher.
4. Areas of concern regarding the complaint shall be discussed with the teacher in private. All matters relating to a complaint are to be kept confidential.
5. Documents, communications, and records dealing with the complaint shall be placed in the teacher's personnel file. When a complaint is unfounded and unsubstantiated, all related documents and records will be returned to the teacher within five working days.
6. The investigation and resolution of all complaints shall be completed within fifteen (15) calendar days, unless the time is extended by mutual written consent of the parties.
7. The Administrator investigating the complaint shall proceed in an impartial manner and shall objectively weigh all facts of the complaint prior to reaching a conclusion.
8. The complaint process outlined in this section is not applicable to Section 14, "ADVERSE ACTIONS," of the District of Columbia Municipal Rules. Nor is it applicable in cases of sexual harassment or physical/sexual abuse of a student.

## ARTICLE VIII. CHAPTER MEETINGS

On or before the last school day in September the WTU building representative shall notify the building supervisor of the dates during the school year when the WTU school chapter will hold its regularly scheduled meetings. These meetings shall be held during the school lunch period or outside of regular school hours under circumstances that will not interfere with the school's instructional programs. Within 24 hours of each meeting, the WTU building representative shall notify the building supervisor of the names of persons other than chapter members or union officials who plan to attend.

## ARTICLE IX. CONSULTATION WITH SCHOOL CHAPTER ADVISORY COMMITTEE

A. On or before the last day of September, the building supervisor and his/her designees (teachers excluded) and the School Chapter Advisory Committee (SCAC) shall meet and establish the dates during the school year for their monthly meetings. Once established, these dates shall be included in the school calendar. Each month these meetings shall be held to discuss instructional issues, school policy and questions pertaining to the implementation of this Agreement. Decisions reached at these meetings shall not change the Agreement, established Board Rule or any system-wide policy or procedure.

B. The names of the members of the School Chapter Advisory Committee shall be furnished to the principal within ten (10) school days after the election. Any change in the membership of the School Chapter Advisory Committee shall be reported to the supervisor, in writing, as soon as possible, after the change is made.

C. A written proposed agenda for any such meeting shall be presented by the School Chapter Advisory Committee to the supervisor at least twenty-four (24) hours in advance. If the supervisor has any item to discuss, a written proposed agenda shall be presented to the School Chapter Advisory Committee at least twenty-four (24) hours in advance.

D. The School Chapter Advisory Committee shall be free to invite Union officials to attend such meetings. The supervisor shall be free to invite central officials to such meetings.

E. No persons attending such meetings shall use the information obtained in said meetings for any purpose inconsistent with the purpose of this Agreement.

F. All schools shall establish a Local School Restructuring Team (LSRT) and the Team shall operate under guidelines established in the Planning Guide for LSRTs as agreed upon by the Board and the Union. The SCAC shall receive all recommendations or matters generated by the LSRT.

G. Decisions reached by the LSRT shall not change or supersede any contractual agreement, Board Rule(s) system-wide policy or procedures but will be handled in accordance with guidelines established in the Planning Guide for LSRTs as agreed upon by the Union and the Board.

## ARTICLE X. INFORMATION AVAILABLE TO THE UNION

A. The Superintendent shall make available to the Union upon timely request, information relevant to negotiations and the proper enforcement of the terms of this Agreement including, but not limited to, bargaining unit members' seniority, vacancy lists, school budgets, names and addresses of bargaining unit members, employment data and other appropriate information.

B. For the purposes of hearings and arbitrations, the Administration shall provide the Union copies of all documents relevant to the case in an unredacted form in a timely manner.

## ARTICLE XI. TRANSPARENCY AND DISCLOSURE OF INFORMATION

A. All official announcements to teachers and other information of interest to teachers shall be posted upon receipt by the supervisor on the school's main office bulletin boards for review by teachers. Simultaneously, a copy will be provided to the building representative. When such announcement contains compliance deadlines, or where timelines are a factor in the content of the announcement, copies shall be distributed to all teachers.

B. A copy of the current teaching and non-teaching assignments and the per-period class coverage rotation list will be posted on the school's main office bulletin board in each school by October 1st. Changes resulting from the addition, deletion or reorganization of teachers in a building will be posted promptly. A copy will be furnished to the building representative.

C. A current copy of the ET-15 staff roster or, where appropriate, a copy of an ET-15/12 staff roster, the school building seniority list, and full information concerning extra-duty assignments for which there is pay shall be provided to the building representative upon request. The seniority list shall contain the name of the teacher, the date of entry into the school, the number of years of building seniority, and the date of certification.

D. A copy of the Board Rules and the Superintendent's Directives shall be maintained in the school business office and shall be available for use by teachers and the Union Building Representative.

E. Information pertaining to Local School Plans, school budgets and financial expenditures shall be available to teachers in the following manner:

1. A current copy of the Local School Plan, including an up to date school budget, shall be maintained in the school library and the main office at all times for review by teachers. Teachers shall be provided a copy or allowed to make a copy upon request.
2. The supervisor shall inform the building representative of proposed changes to the Local School Plan and budgetary spending priorities before making them.

3. The supervisor shall meet with the teaching staff to obtain input on the Local School Plan and budgetary spending priorities during the development of the plan. Once the plan is completed, the supervisor shall meet with the staff to present the plan in its final form for review and discussion, prior to submission to the central office.
4. The supervisor shall provide the building representative and all teacher members of the LSRT a copy of all budgetary information and other relevant documentation (test data, etc.) needed to reasonably and effectively participate in decision-making in the development of the Local School Plan and the budgetary priorities.

## ARTICLE XII. BULLETIN BOARDS

A. Bulletin board space, not to exceed sixteen (16) square feet, shall be made available for the exclusive use of the Union for the posting of official notices and other official materials relating to Union activities. If this area cannot be provided as part of existing office bulletin board or boards, the Union shall have a minimum of one-half (1/2) of the existing space available on the existing board or boards in the school office. If such half (1/2) does not equal sixteen (16) square feet, the Union shall be given the opportunity of installing its own boards in accessible space agreed to by the supervisor concerned and the School Chapter Advisory Committee. The total bulletin board space available to the Union shall not exceed sixteen (16) square feet and in no case shall the Union make use of more than three (3) bulletin boards.

B. The building representative shall supply the supervisor of each school with an information copy of all Union materials which are to be posted on school bulletin boards or distributed to teachers. The Union shall provide the Office of Labor Management and Employee Relations with a copy of all official Union materials to be posted on bulletin boards or distributed to teachers.

## ARTICLE XIII. TEACHER PROMOTION POLICIES

A. All teachers are entitled to have knowledge of promotion policies and procedures. A copy of promotion policies shall be maintained in the business office in each school and shall be available for use by teachers.

B. All vacancies to be filled competitively shall be advertised by the school system. The advertisement shall set forth the grade level, application procedures and deadline date for submission of applications. Additional information concerning positions may be secured from the Office of Human Resources.

C. Announcements of vacancies shall be posted in a conspicuous place on the business office bulletin board in each school or office by the responsible officer in charge. Copies shall be sent to the Union.



D. After the date of publication of the announcement, applicants shall be given at least fourteen (14) calendar days to submit their applications for the vacancies they're seeking to fill.

E. Every teacher applicant who is not selected will be advised in writing within twenty (20) school days after the position has been filled. An applicant may request a conference through the Office of Human Resources.

#### ARTICLE XIV. DAMAGE OR LOSS OF PROPERTY

A. Teachers shall be responsible for school instructional property; provided, however, that no teacher shall be held liable for loss, damage, or destruction of school property or student's property when such loss, damage, or destruction is not the fault of the teacher.

B. The Board shall process under applicable District of Columbia regulations any application by a teacher for reimbursement for loss, damage, or destruction, while on duty in the school, of personal property of a kind normally worn to or brought into school when the teacher has not been negligent. An application shall not be processed if the loss is covered by insurance. The term "personal property" shall not include cash. The terms "loss," "damage," and "destruction" shall not cover the effects of normal wear and tear and use.

C. A teacher shall report in writing any loss, damage, or destruction of school property to the supervisor immediately upon becoming aware of such loss, damage, or destruction.

#### ARTICLE XV. TEMPORARY TEACHERS

A. Each temporary teacher hereafter employed shall be notified, in writing, as to his/her length of service and the reason why he/she is in a temporary status.

B. Temporary teachers who will be re-appointed shall be advised in writing, as soon as possible, after such determination has been made by the Board.

C. A teacher who is appointed on appropriated funds in a temporary status and whose performance is satisfactory or better shall be converted to probationary status if he/she meets all of the certification requirements for the position to which appointed and said position is free, unencumbered and not designated to be abolished.

#### ARTICLE XVI. TEACHER EVALUATION

A. U.S. Congressional legislation has determined that the teacher evaluation instrument shall be developed by District of Columbia Public Schools (DCPS). The Union shall have the opportunity to consult with the superintendent on such teacher evaluation instrument prior to its implementation.

B. Immediately following the execution of this agreement, the Superintendent and the President of the WTU agree to consult on modifications to the PPEP or on the development of a new teacher evaluation instrument.

C. Copies of the evaluation procedures shall be made available to each teacher.

D. A teacher shall be given a copy of his/her final evaluation immediately following the annual evaluation conference between the teacher and the rating officer. The copy, which includes the signature of the reviewing officer, shall be given to the teacher as soon as possible after the evaluation year but not later than September 30 of that calendar year.

E. If a teacher receives a "Needs Improvement" on any performance standard indicator, he/she shall receive a written plan of assistance for areas of improvement along with the support, training and resources necessary for improvement. Support may include, but is not limited to, classroom visitation, mentoring, helping teachers, content specialist, etc. The teacher shall be free to include additional support or resources of his/her choosing. If the teacher receives an overall rating of "Needs Improvement," he/she shall be held on the same pay step until a rating of "Meets Expectations" is received. Upon receipt of a "Meets Expectation" rating, the teacher shall be placed on the next immediate pay step. If the teacher receives an overall rating of "Needs Improvement" for two (2) consecutive years, and there is no significant improvement or reasonable expectation that skillful performance on all standards can be achieved, termination of employment may be recommended.

F. If a teacher decides to challenge an alleged violation of the evaluation procedure, he/she has the option to request mediation at Step 2 or to commence a grievance at Step 3. If the alleged violation occurs in connection with an evaluation that results in termination, the hearing at Step 3 shall receive priority over all other pending grievances except those related to termination.

G. The Board and the Union agree that effective SY 2006-2007, WTU bargaining unit members will no longer be required to have seat hours as a part of the teacher evaluation process.

#### ARTICLE XVII. GENERAL PROVISIONS RELATING TO SCHOOL OPERATIONS

A. Interruption of the scheduled program of instruction during the day shall be kept at a minimum.

B. In buildings where no central communication system is in operation, routine announcements shall be posted on the bulletin board, published in the daily bulletin, or shall be sent to teachers at scheduled times previously agreed upon by the supervisor and the School Chapter Advisory Committee.

C. In buildings where the central communication systems are operable, the system shall be used only for:

1. Routine announcements at scheduled times determined by the supervisor or his/her designee in consultation with the School Chapter Advisory Committee;
2. Emergency directions concerning all personnel at any time; and,
3. Individual communications of any emergency nature to any given room only when time is an essential factor.

D. Under no circumstances will the electronic communication system be used to monitor the activities in a classroom or teachers' cafeteria without the knowledge and consent of the teacher(s).

E. In cases of emergency, phone messages for teachers shall be delivered immediately or as soon as the teacher can be reached. Other telephone messages will be placed in the teachers' mailboxes. This message shall include the date and time of the call.

F. The handling of funds in any school will be worked out by agreement between the supervisor and the teacher or teachers involved. This provision shall not apply to a teacher who handles funds for an activity initiated by the teacher. Teachers in career development centers/vocational programs who teach shop may be required to handle funds for shop work. Such teachers shall be covered against any loss of life or limb by Disability Compensation and any claim for personal property lost while handling such funds shall be processed in accordance with applicable laws.

G. Solicitation of Money

1. Solicitation of teachers in any school building for contributions or donations shall be limited to announcement of opportunities for such contributions.
2. Teachers shall not be required to collect money for any non-school-related organization.

H. Emergency School Closing

The Superintendent shall announce any emergency closing at the earliest possible time and shall submit such announcement for broadcast by local radio and television stations.

I. All teachers shall be provided a locker, or a locker-cabinet, and a desk in each building to which the teacher is assigned. One of the items shall be lockable. In the event that any teacher places an additional lock on such property, either a duplicate key or the combination thereof shall be provided to the supervisor. In emergencies where the supervisor needs to open the locked property, the supervisor shall first seek to reach the teacher and obtain the consent to unlock the property. In the event the supervisor is unable to reach the teacher, or obtain consent, the supervisor may open the lock.

J. The Board shall not hold a teacher responsible for any injury to a student, which the teacher could not reasonably prevent.

K. Department Chairpersons

1. Department Chairpersons who receive a stipend shall be chosen from the current staff by the following process:
  - (a) Candidates for such positions will be interviewed by the School Personnel Committee (that shall consist of a member of the department for which the person is being interviewed) which will rank the candidates they deem qualified in order of preference;
  - (b) The Personnel Committee shall make a final recommendation to the building administrator, who shall make the final decision.
2. This process shall take place during the month of May of each school year. Chairpersons shall be appointed to a one-year term beginning on the day after the last day of school for students.
3. In schools where department or grade-level chairpersons do not receive stipends, teachers in each department or grade level shall be free to elect their own chairperson from among themselves by majority vote in secret ballot of all teachers in the department or grade level. Upon his/her election, the elected chairperson will notify the building administrator in writing of his/her chairpersonship. Said election shall be held during the month of May of each school year. DCPS shall not be involved in any part of the election procedure described in this paragraph.
4. Specific duties, responsibilities and requirements shall be developed for department and grade-level chairpersons by the Office of Human Resources.

L. Safe Conditions in Schools

1. No class shall be held in any room or building where the teachers would be in physical danger because of the existence of unsafe conditions as determined by the supervisor in consultation with the School Chapter Advisory Committee or with the appropriate District of Columbia government agency. The decision reached shall be made in the best interest of all concerned.
2. DCPS shall be responsible for furnishing and maintaining conditions of employment that are free of hazards that are causing, or are likely to cause accidents, injury or illness to employees.

3. Employees shall be guaranteed protection from any restraint, interference, coercion, discrimination or reprisal for filing a report of an unsafe or unhealthful condition, or for any other participation in a safety program.
4. Within thirty (30) days of ratification of this Agreement, a joint DCPS-Union committee on Health and Safety is herein established and empowered to make recommendations to the Board regarding the disposition and resolution of any and all problems attendant to safety and health in the schools. The superintendent shall appoint two (2) members and the Union president shall appoint three (3) members to the committee.

M. Personnel Committee

1. Each school will have a Standing Personnel Committee that will interview and recommend all candidates for any vacant positions at the school. The members of the Personnel Committee will include:
  - (a) The administrator or his/her designee;
  - (b) The WTU Building Representative or his/her designee;
  - (c) The Department Head, or grade level chairperson (or his/her designee) from the applicable department or grade level affected by the vacancy, or a member of the appropriate employee group, i.e., custodians, para-professionals, etc.;
  - (d) At least one additional teacher, but not more than four (4), elected by the WTU chapter at the school; and
  - (e) A parent of a current student who is agreeable to both the WTU building representative and the building supervisor.
2. After interviewing the candidates, the Personnel Committee will rank the candidates in order of preference using a consensus method. This recommendation will be forwarded to the administrator, who will make the final hiring decision from those ranked by the committee.
3. All information received and/or disclosed during the interview and hiring process is confidential, and will not be shared with, or disclosed to, any third party.

ARTICLE XVIII. LEAVE POLICIES

A. Sick and Emergency Leave

1. For the purposes of accruing and using sick leave, a day of leave is defined as eight (8) hours, regardless of the tour of duty. For leave

purposes, one-half of the tour of duty is calculated as four hours. Twelve (12) days (96 hours) of sick leave are posted at the beginning of each school year for ten (10) month teachers. Three (3) sick leave days may be used for general leave and one (1) additional sick leave day may be used for “personal business leave” during each school year. General leave and personal business leave shall not be cumulative. Unused sick leave shall be carried forward from year to year.

2. Fifteen days (15) days (120 hours) of sick leave are posted at the beginning of each school year for twelve (12) month teachers (ET 15/12). Three (3) sick leave days may be used for general leave and one (1) additional sick leave day may be used for “personal business leave” during each school year. General leave and personal business leave shall not be cumulative. Unused sick leave shall be carried forward from year to year.
3. A teacher who becomes sick or disabled to the point that he/she is unable to do his/her job, or has a scheduled medical or dental appointment, shall be permitted to use his/her accumulated leave in accordance with the Rules of the Board. Leave requests for medical or dental appointments must be made by the teacher to his/her immediate supervisor as soon as the appointment is known to the employee. If a teacher cannot report for work due to illness, he/she shall notify the supervisor or designee as soon as possible, but in no case later than the first fifteen (15) minutes of the teachers’ work day.
4. A teacher may be required to submit a doctor’s certificate after three (3) or more consecutive days of absence due to illness, provided, however, that a teacher may be required to submit such a certificate in support of sick leave for any lesser period if the supervisor has reason to believe that the use of such leave has been abused.
5. In cases of emergencies, teachers may be required to submit appropriate documentation in support of such absences.
6. Teachers may be excused immediately from class, with charge to leave, for pressing, urgent emergencies at any time upon oral explanation and notification to the supervisor or his/her designee. For the purpose of this Article, emergency shall be defined as any situation requiring immediate attention over which the employee has no control.
7. Leave (sick and emergency), not to exceed thirty (30) days may be advanced to permanent and probationary teachers in cases of personal serious disability, illness or an emergency which requires the teacher’s personal attention. Teachers in a temporary status may be advanced sick leave in amounts equal to anticipated sick leave accruals during their temporary appointments. A request for advanced leave must be submitted and approved in writing at least five (5) days prior to the absence.

8. A teacher may elect to return to the Board one half (1/2) of the sick leave days accrued but not taken during the current year at the current daily rate of pay. Unpurchased sick leave shall be credited each year to the teacher's sick leave balance and shall not be subject to the Sick Leave Buy-Back Plan.
9. An employee sick leave bank shall be operated under the guidelines approved by the Board and the Union.
10. An employee maternity/paternity leave bank may be established annually at the option of the Union. If established, it shall operate under the guidelines developed and approved by the Board and the Union.
11. One day of "individual professional development leave" shall be posted at the beginning of each school year for all bargaining unit members. Such leave shall be cumulative and unused "individual professional development leave" shall be carried over from year to year as part of the cumulative sick leave. The Superintendent and the President of the WTU shall mutually agree on the parameters associated with the use of "individual professional development leave".

B. General and Annual Leave

1. Twelve (12) month teachers (EG09) shall receive annual leave with pay for each calendar year, exclusive of Saturdays, Sundays and holidays as follows:
  - (a) Teachers with less than three (3) years service shall receive thirteen (13) days;
  - (b) Teachers with three (3) but less than fifteen (15) years of service shall receive twenty (20) days; and,
  - (c) Teachers with fifteen (15) or more years of service shall earn twenty-six (26) days.
2. A request for the use of general or annual leave (Application for Leave) shall be given to the supervisor or his/her designee at least one (1) day prior to the expected absence. The unavailability of the application form at the school shall not be a reason for denial of leave.

C. Funeral/Bereavement Leave

1. Four (4) additional days of leave will be granted without loss of pay and benefits for the death of an employee's or his/her spouse's/domestic partner's parent, legal guardian, child, sibling, or such persons designated in writing to the building supervisor prior to the beginning of each school year.

2. This does not preclude the use of accrued sick leave if additional days are needed for the purpose of bereavement or attending a funeral.
3. Funeral/Bereavement leave shall not be cumulative.

D. Administrative Leave

1. Administrative leave shall be granted to a teacher when it is necessary for the teacher, in a major hardship case, to use time during the school day to seek redress under the terms of this Agreement.
2. Teachers who are authorized by the Board to attend appropriate job-related technical, scientific and professional conferences, conventions, meetings, seminars, symposiums, approved training courses, workshops and to visit industry and other schools during regular duty hours are considered to be in an administrative leave status.
3. Teachers shall be carried in a leave without loss of pay status when summoned to serve as a juror on a petit or grand panel, or to appear in court as a subpoenaed witness in their official capacity, or on behalf of federal, state, or municipal governments. The teacher shall furnish his/her supervisor with a copy of the summons within twenty-four (24) hours of his/her receipt of the summons. If a teacher is excused from jury duty for a day or a substantial portion thereof, he/she shall report to the place of his/her employment and perform the duties assigned for that day or portion thereof. Any pay received for service as a witness or juror, other than expenses, shall be handled in accordance with applicable policy or law.
4. When a teacher is injured in the performance of his/her duties, he/she shall be considered in a duty status during the time required for initial examination, emergency treatment, or treatment during duty hours.
5. A teacher shall be granted a reasonable amount of time to present appeals in connection with adverse actions, grievances and discrimination complaints.
6. Leave shall not be charged when schools are closed to teachers for emergency reasons.
7. Teachers who are injured on the job and are unable to work shall be entitled to compensation as provided for in Section 1-624.2 of the D.C. Code. Upon notification that a teacher has been hurt on the job, the building supervisor shall immediately notify the Office of Risk Management and submit all appropriate documentation in a timely manner. Copies of workmen's compensation forms shall be available at the work site.



E. Extended Leaves of Absence

1. Extended leaves of absence with or without pay for periods in excess of thirty (30) days and not to exceed two (2) years may be granted by the Board to permanent or probationary teachers. Among the reasons, but not limited to, for which such leaves of absence may be used are the following:
  - (a) Personal illness leave
  - (b) Family care leave
  - (c) Maternity leave
  - (d) Paternity leave
  - (e) Adoption leave
  - (f) Educational leave with pay
  - (g) Educational leave without pay
  - (h) Military service leave
2. A teacher who is granted an extended leave of absence for maternity/paternity purposes may elect to use her accrued sick leave at the time she begins the extended leave of absence from duty.
3. A teacher returning from maternity/paternity, adoption or educational leave shall have the right to return to his/her former or comparable position.
4. A teacher shall be permitted to return from maternity/paternity, adoption, or educational leave upon a thirty (30) day written notice of intent to return to work prior to the end of a semester. This shall not preclude a teacher from an earlier return at the discretion of the Board.
5. Upon proper application, permanent teachers may be granted a leave of absence without pay for one (1) school year to serve as a full time employee of the Union. A teacher granted such leave of absence shall retain all rights of reinstatement in accordance with the Rules of the Board.

F. Educational Leave With Pay

1. A permanent teacher may be granted a leave of absence with one-half (1/2) of his/her salary after six (6) continuous years of service in the Public Schools of the District of Columbia to pursue full-time graduate study in a program approved by the Board.
2. Such leave as granted in paragraph 1 above may be terminated at any time if the teacher fails to pursue in a satisfactory manner the purpose for which said leave of absence was granted.

G. All years of satisfactory service as a probationary/permanent teacher in the D.C. Public Schools System shall be credited in determining eligibility for leaves of absence for educational purposes, with or without pay.

H. Teachers shall be furnished a semi-monthly statement showing their accrued leave.

I. Military leave shall be granted as provided under Section 1-613.3(m) of the D.C. Code and the Rules of the Board as contained in Title 5, Section 1204.1 of the District of Columbia Municipal Regulations.

J. Family and Medical Leave

Bargaining unit employees shall receive benefits as provided in the Family and Medical Leave Act of 1993, as amended, and as provided in the District of Columbia Family and Medical Leave Act of 1990.

#### ARTICLE XIX. BEHAVIOR MANAGEMENT AND STUDENT DISCIPLINE

A. The parties agree that Title 5, DCMR Chapter 25 is the policy which establishes the procedures for maintaining student discipline. The parties recognize that effective discipline will foster a productive learning environment whereby students develop self-control and self-direction. Maintenance of discipline is necessary for an effective educational program to be conducted. To that end, the Superintendent and the President of the WTU shall establish a Joint Student Behavior Management Subcommittee (JSBMS) of the FEP. It shall develop and provide for each school a template that will include the required components of school discipline/behavior management plans along with models of best practices.

Each local school shall form a Student Behavior Management Committee (SBMC). The SBMC shall include, but not be limited to, the building administrator/designee, WTU building representative/designee, the LSRT Chairperson/designee, the president of the local parent teacher association/designee, a representative from building security, and the president of the SGA and others as determined by the consensus of the team.

In accordance with the procedures, template, and model plans provided by the Subcommittee, the local school SBMC shall design a school wide discipline and behavior management plan based on the local school's disciplinary needs and consistent with Chapter 25 of the Board rules. This plan shall be submitted to the subcommittee of the FEP within the first thirty (30) workdays of each school year. The subcommittee shall review the discipline and behavior management plans submitted by each SBMC, within sixty days (60) days of receipt of the plans, and the subcommittee shall approve or provide appropriate feedback.

The local school's discipline and behavior management committee shall conduct training to implement the plan. Training shall be provided as soon as possible, but not later than the end of the first advisory. The subcommittee shall provide oversight and assistance to schools in the training and implementation of their plan, as well as ongoing monitoring of local school compliance with the discipline and behavior management plan

B. Teachers shall exercise the responsibility for the supervision and discipline of students through the use of, but not limited to, appropriate instructional activities and materials, classroom management techniques, human relations skills, and referrals to available resources. This responsibility shall be exercised throughout the school during the school day, during school sponsored activities, during out-of-school hours when the activity is teacher initiated or is one for which the teacher volunteers.

C. If a student conducts himself/herself in such a manner that seriously impedes learning for himself/herself and other students, or if the safety of himself/herself, other students, or the teacher is seriously threatened, a teacher shall be free to send or escort the student to the supervisor's office, or to send for the supervisor or his/her designee.

D. When a student is sent or escorted from class or other school area, the teacher will confer with the supervisor or his/her designee to provide the necessary information concerning the problem and shall provide a written statement of the problem at the end of the teacher's work day on a form provided by the Board.

E. When a student is referred to the supervisor's office because of behavior difficulties, the supervisor shall confer with the teacher involved before making a decision on the disposition of the student. Every effort should be made by the supervisor and the teacher to confer on the same day as the reported incident. Every consideration should be given to resolving the incident in a manner intended to return the student to a productive and acceptable learning environment as soon as possible. However, the teacher shall have the right to request that the student not return to his/her class prior to a parent conference if the student's behavior is so severe as to interfere with the teacher's ability to provide instruction.

F. The teacher shall have the right to be accompanied by a representative of his/her choice in all phases of any follow up procedures following the disciplining of a student. Appropriate legal assistance and support will be provided to the teacher in cases where the Office of the Attorney General of the District of Columbia so determines.

G. Possession, use or threatened use of weapons, firearms and controlled substances and the paraphernalia to use controlled substances, are crimes as defined in D.C. Code 22-3201 through 22-3217 and 33-601 through 33-603.

H. Employee and student safety is best protected through the administration of swift, decisive and certain consequences for inappropriate actions and breaches of student discipline. It is important to reinforce for students, parents and the public at large, the notion that an illegal act is an illegal act, even if committed within the confines of the public school setting. There is no sanctuary in a public school building for actions recognized as crimes under law or D.C. Code.

I. Where appropriate, a policy of Zero Tolerance, on matters of student misbehavior, acts of violence or threatened acts of violence, and assault and battery on school personnel will be applied in accordance with the District of Columbia Municipal Regulations, Chapter 25.

J. Personal Injury Procedures:

1. An employee who is the victim of an act of violence and who sustains disability on the job and acting within the course and scope of his/her duties, shall be allowed leave with pay in accordance with workers compensation law and provisions, for such reasonable time as determined by the employee's physician(s).
2. A reasonable loss of time, not to exceed ten (10) days, resulting from an assault on a teacher shall not be deducted from the teacher's unused sick leave, provided that the teacher has filed with the District the details of the assault and has filed a written report of the assault with the appropriate police department. Said sick leave shall be, when necessary, in addition to worker compensation leave provisions.
3. The Board shall provide the employee with administrative leave for court appearances related to such event.

ARTICLE XX. REPORTING STUDENT PROGRESS

A. The primary responsibility for evaluating the work of the student shall rest with the teacher. In the event that any grade should be challenged, the teacher must produce tangible, pertinent, detailed and dated records to substantiate the grade given. In the absence of such reports, the teacher must raise or lower such grade in accordance with all factors involved. In no case shall a grade be changed by the Board, unless the teacher fails to adhere to the provisions above.

B. If a student is failing a course or grade the teacher shall notify the student, his/her parent or guardian, and the supervisor as soon as such is determined, but in no case later than mid-advisory/mid-grading period, on a form provided by the Board for this purpose. Conferences shall be held by the teacher if the student, supervisor, parent or guardian requests them. Each conference shall be followed by a written report, a copy of which shall be given to the parent or guardian and the supervisor before the end of the advisory grading period.

C. Accurate and current records of student progress shall be maintained by teachers at all times in a manner determined by the Board after consultation and discussion with the Union. Such records shall be available for examination by the students, parents, and supervisors.

D. The Board shall furnish sufficient folders and a file cabinet where none exists for the storing of student papers.

E. All final failing grades for students must be submitted to the school office by the date established by the Board.

F. Student Grades

1. In non computerized schools, teachers shall record student grades on the form provided by the Board. The report cards shall be prepared within five (5) school days after the close of each advisory/grading period, except in June when report cards shall be issued on the last day of school for students.
2. In computerized schools, teachers shall complete and submit the computer mark report and attendance forms to the school office within five (5) school days after the close of the advisory/grading period and/or the receipt of the form by the teacher.
3. Where applicable, teachers shall complete the report required by the governing licensure board.
4. The Board agrees to provide one-half (1/2) day of recordkeeping at the end of each of the first three advisories for all WTU bargaining unit members. The Board agrees to provide one-half (1/2) day of recordkeeping for the fourth advisory on or before the last day of school for teachers.

ARTICLE XXI. RELIEF FROM NON-TEACHING DUTIES

Teachers shall not be required to perform any of the following:

- A. Any work in the roll book, including related Forms 1, 1A and 3.
- B. Duty on buses carrying children between home and school.
- C. School-wide detention.
- D. Duties as to impact aid forms, except distribution and collection and completion of the related membership form.
- E. Duty on buses carrying children to and from school activities other than:
  1. activities initiated by the teacher;
  2. activities beginning during the school day; and,
  3. class projects.
- F. Clerical work as to health records on the secondary level.
- G. Initial clerical entries on health records on the elementary level.
- H. Initial clerical entries on cumulative records.

- I. Clerical entries on permanent records in the senior high schools and career development centers.
- J. Regularly scheduled lavatory duties, except on the elementary level where teachers shall continue to escort their classes to and from the lavatory during the health period.
- K. Clerical duties with respect to questionnaires from non-DCPS sources.
- L. Scoring citywide tests.
- M. Collection of money:
  - 1. in the junior or senior high schools for any purpose;
  - 2. in the career development centers for any purpose other than for shop work; and,
  - 3. in the elementary schools for any purpose other than to collect insurance envelopes, and except in each case of teacher initiated activities.
- N. Clerical duties as to roster cards.
- O. Clerical duties as to student schedule cards.
- P. Keep school-wide inventories of supplies, equipment, and textbooks, which are not related to the teacher's instructional program.
- Q. Monthly reports for all special education programs, except the updating of said forms as needed.
- R. Educational aides and school assistants, who are assigned to the school, shall be scheduled to assist teachers with cafeteria and playground duty.
- S. Teachers will not be required to fill out any forms unless they are official DCPS forms or forms required by the DC or Federal Government or forms devised jointly by SCAC and the Administration.

## ARTICLE XXII. ADDITIONAL SCHOOL FACILITIES

- A. Adequate facilities and supplies will be made available in teacher washrooms. Dispensers for female needs shall be made available in an appropriate location in the school. Proceeds from these dispensers shall be used to supply and maintain such dispensers.
- B. Each school shall be provided with one lounge for use by teachers.
- C. Where possible, DCPS shall provide free parking at each work site. Where parking spaces are limited and the school site is co-located with a charter school or other non-DCPS entity, DCPS employees shall have priority in parking, unless a prior existing agreement

provides otherwise. Additionally, the parties agree to explore means of providing free parking for bargaining unit members who work at sites with insufficient off-street free parking.

D. Pay telephone facilities will be requested of the telephone company and where provided, will be made available to teachers for their reasonable use. The School Chapter Advisory Committee shall have the right to install their own pay phones at the chapter's expense and shall determine the location of such phones, as long as such location does not interfere with building operations or the school's instructional program.

E. Facilities for teachers to prepare for their teaching assignments will be provided in each school as conditions permit.

### ARTICLE XXIII. STUDENT ACTIVITY FUND

A. Money earned through school projects shall be kept in the Student Activity Fund (SAF) maintained at each school. The supervisor has the ultimate responsibility for all SAF monies received or disbursed within the school. The allocation and the procedures for the allocation of this money in any school shall be as stipulated in paragraph D of this Article.

B. The administration of the funds shall be in accordance with the "Student Activity Funds Policy Manual" issued June 1996 and the Superintendent's revised Directive #623 on Student Activity Funds.

C. School project shall be defined as any project initiated by an individual teacher, a group of teachers (e.g., departmental or grade level), or by the faculty as a whole, which is held on public school property, during, before or after school hours, and involves the use of school personnel (pupils and school staff) for the purpose of raising funds. Projects shall be reviewed and approved by the supervisor before being started.

D. Any funds raised under the conditions described in Section C of this Article shall be deposited in the SAF and shall be used for school purposes only. Funds raised by individual teachers or groups of teachers for specific uses (e.g., classroom grade level, departmental or recognized school club needs), shall be administered through the SAF as a separate "Activity" and used for the purpose for which the funds were raised, except that those persons involved in the fund raising may agree to use all or part of the funds for other school purposes. Funds raised for the benefit of all students in the School shall be deposited in the "General Fund Activity" within the SAF. Funds raised by the faculty as a whole for general school purposes shall be allocated under procedures developed by the supervisor and the School Chapter Advisory Committee.

E. Unused funds in specific accounts at the end of the school year shall be carried over in the account to the next year, unless otherwise specified in the Student Activity Fund Policy Manual.

F. The School Chapter Advisory Committee and the WTU shall have the right to have vending machines installed in teacher lounges and shall assume all responsibilities therefore. Funds earned through vending machines shall be deposited in a faculty account within

the SAF and used only for faculty and school purposes as designated by the SCAC. The funds shall be subject to semi-annual audits and reports to the supervisor, faculty and the WTU.

G. Both internal and external audit reports on SAF shall be available, on request, to the faculty, School Chapter Advisory Committee and the public.

#### ARTICLE XXIV. POLICIES RELATING TO WORKING CONDITIONS OF TEACHERS

##### A. General

##### 1. Work Year

- (a) For SY 2005-2006 the work year for employees in the ET Teachers' Bargaining Unit shall not exceed one hundred ninety two (192) days of which not more than one hundred eighty five (185) shall be teaching days. Beginning SY 2006-2007 the work year for employees in the ET Teachers Bargaining Unit shall not exceed one hundred ninety six (196) days of which not more than one hundred eighty five (185) shall be teaching days. The Board and the Union agree that the four additional work days, increasing the work year for teachers from one hundred ninety two (192) days to one hundred ninety six (196) days, shall be used for professional development only, unless otherwise agreed by the Union and the Board.
- (b) The work year for employees in the EG-09 Teachers' Bargaining Unit shall be fifty two (52) weeks.
- (c) The work year for employees in the ET 15/12 Teachers' Bargaining Unit shall be 228 days.
- (d) ET 15/12 teachers shall receive the same holidays and breaks as ET 15 teachers, including July 4th; the day after Thanksgiving, winter break and spring break;
- (e) Oak Hill teachers shall receive ten (10) consecutive work days of paid vacation leave (not including Saturdays and Sunday) immediately following the summer session that ends in August of each school calendar year;
- (f) Mentors shall receive ten (10) consecutive work days of paid vacation leave (not including Saturdays and Sunday) beginning on Monday of the last full work week in July;
- (g) Upon leaving his/her position as a Mentor Teacher, the Mentor Teachers shall have the right to return to a teaching position within DCPS comparable to the one he/she left to become a Mentor



Teacher. Such placement shall be made as soon as possible and without separation from employment with DCPS.

2. Hours of Work

- (a) Effective School year 2006-2007 the normal workday for employees in the ET-15 and ET 15/12 Teachers' Bargaining Unit shall be seven and one-half (7.5) consecutive hours beginning no earlier than 7:30 a.m. and ending no later than 4:30 p.m., inclusive of a duty free lunch period.
- (b) The normal workweek for employees in the EG-09 Teachers' Bargaining Unit shall be forty (40) hours.
- (c) Individual teacher schedules and the schedules of groups of teachers in their respective schools may be adjusted but in no case shall any teacher's schedule exceed the length of the normal work day for teachers specified above without the teacher's consent.

3. Signing In and Out

- (a) Immediately upon his/her arrival, each teacher shall record in the school business office of his/her immediate supervisor the time of his/her arrival, and he/she shall report to his/her classroom or place of duty at least thirty-five (35) minutes before the start of the official school day for students.
- (b) Itinerant teachers shall immediately upon their arrival at each school assigned, record in the school business office their time of arrival.
- (c) Teachers shall record in the school business office or in the office of their immediate supervisor the time of their departure at the end of the school day.
- (d) Teachers shall not be required to use time clocks.

4. Leaving Building

Teachers may leave the building during their duty free lunch period provided they return at the end of such lunch period in time to perform their scheduled duties and responsibilities.

5. Meetings

- (a) The supervisor may call one (1) general faculty meeting per month except in the months of September and June when one (1) additional meeting may be necessary in each such month, or except in the event of emergencies. The supervisor may also call one (1) additional general faculty meeting each month for the months of October through May provided that:
  - (i) The supervisor has scheduled and conducts his/her ongoing monthly meetings with the School Chapter Advisory Committee (SCAC) in accordance with Article IX, Section A.
  - (ii) The supervisor and the SCAC shall consult on the dates and times for the additional meetings.
  - (iii) The WTU building representative or his/her designee shall be allowed no less than 10 minutes during each meeting to discuss WTU related business, information, etc.
  - (iv) At least two of the meetings will be for faculty discussion and input into the Local School Plan and school budget priorities in accordance with Article XI, Section E#3
- (b) Attendance at such meetings is required, but in the event of an emergency, the teacher will be excused upon notification to the supervisor or his/her designee.
- (c) An agenda for the meeting covering all known matters will be posted and provided to the faculty at least twenty-four (24) hours in advance.
- (d) No faculty meeting shall exceed one (1) hour in duration, nor extend beyond 4:30 pm., except by mutual agreement or in an emergency.
- (e) The Board and the Union agree that faculty meetings shall be designed to permit dialogue and discussion between administrators and teachers on matters related to improving the overall school environment. To this end, teachers shall be free to discuss matters of concern at such meetings. "Faculty meetings" as used herein does not include organizational meetings on the opening day for teachers.
- (f) Teachers shall be required to attend regularly scheduled system-wide departmental meetings, not in excess of four (4) per year.

- (g) Nothing in this Article shall prevent the calling of other meeting of teachers outside of the school day for teachers at which attendance shall be voluntary.

6. Emergency Assignments, Substitute Service and Class Coverage

- (a) If a teacher notifies the principal or his designee less than twelve (12) hours before the start of the teacher's tour of duty that he/she will be absent, that shall constitute an emergency.
- (b) In emergency situations, teachers in secondary schools may be required to cover classes on a per-period rotation basis. On the elementary level, teachers may be required to accept other students in their classrooms for instruction, with consideration given to class size, equitable distribution and the grade levels of the students involved.
- (c) An emergency assignment, which is regarded by a teacher as inappropriate, may be challenged under the grievance procedure. However, performance of the assignment is not to be withheld while the propriety of the assignment is being determined.

7. Substitute Service

- (a) Teachers shall not be required to obtain their own substitutes.
- (b) Substitutes shall be hired to cover every absence of a classroom teacher, including resident teachers of special subjects.
- (c) Except where it is not possible to do so, teachers shall provide current class lists, lesson plans, grade-level appropriate test-taking packets for reading and math (to be provided by local school administration if requested by the teacher) and other pertinent information needed to enable the substitute teacher to carry out the teaching assignment(s).
- (d) The Superintendent and the President of the WTU agree to establish a process to review the school system's policies and procedures regarding substitutes. This review will examine methods of recruitment, training, retention, support practices and substitute teachers' roles and responsibilities. The parties agree to develop strategies that will create and maintain a well trained cadre of high quality substitutes for teachers.

8. Class Coverage and Pay for Class Coverage

When a building supervisor is unable to provide substitute services for an absent teacher during the instructional day, the supervisor may require teachers to provide coverage for the

absent teacher's students. When a teacher is required to provide class coverage for students, the teacher shall be compensated in accordance with sections A and B below:

(a) Secondary Level and Block Schedules

Secondary teachers who are assigned to provide instructional coverage for an absent teacher's students, which results in the loss of a planning period for the teacher, shall have the option of having the lost time restored or receive compensation for the additional workload on a pro rata basis of pay at thirty dollars (\$30.00) per hour. The Board and Union agree to jointly develop a Pro Rata Pay Scale covering secondary schools with traditional class schedules (5 teaching periods) and those with block or modified block schedules.

(b) Elementary Level

(i) When an elementary teacher is required to accept additional students in his/her class due to a teacher's absence, and the additional number results in a class exceeding the contractual limit, the teacher shall be paid at the per diem rate of \$30 dollars per day of coverage. This per diem rate shall also apply to a special subject teacher if the additional number of students results in three (3) or more of his/her classes exceeding the contractual limit.

(ii) When an elementary teacher loses his/her planning period due to coverage based on the absence or unavailability of a special subject teacher, itinerant teacher or other person(s) designated in the master schedule to provide the teacher with a planning period, the teacher shall have the option of having the lost time restored or to receive compensation for the additional workload on a pro rata basis of pay at thirty dollars (\$30.00) per hour.

(iii) Time records for pay for coverage shall be submitted by the local school supervisor or his/her designee in accordance with the same timeline submission requirements for regular teacher pay. Teachers shall receive their pay for coverage compensation on a biweekly basis through a process approved by DCPS and the WTU.

9. Class Size

(a) Except as provided in "b" below, maximum class size shall not exceed the following:

- (i) 15 for pre kindergarten (non compulsory); or 20 for pre-kindergarten (non compulsory) with an aide;
- (ii) 20 for kindergarten through grade 2;
- (iii) 25 for grades 3 through 6;
- (iv) 25 for secondary academic classes;
- (v) 12 for remedial classes;
- (vi) 18 for industrial arts and home economics;
- (vii) 18 for shops in career development;
- (viii) 12 for classes of students with specific learning disabilities;
- (ix) 12 for classes of students with speech/language impairments;
- (x) 5 for classes of students with hearing impairments including deafness;
- (xi) 5 for classes of students with visual impairments including blindness;
- (xii) 8 for classes of students with an emotional disturbance;
- (xiii) 4 for classes with multiple (physical disabilities) handicapped students;
- (xiv) 6 for classes of students diagnosed with mental retardation at a severe level;
- (xv) 12 for classes of students diagnosed with mental retardation at a mild or moderate level;
- (xvi) 4 for classes of students diagnosed with mental retardation at a profound level;
- (xvii) 10-15 per class of students with traumatic brain injury;
- (xviii) 6 for classes of elementary students with autism; 7 for classes of secondary students with autism;
- (xix) 10 -12 for classes of elementary students with orthopedic impairments; 12 - 15 for classes of secondary students with orthopedic impairments;

- (xx) 10 - 12 for classes of students with other health impairments;
- (b) An acceptable reason for altering the class size may be any of the following:
  - (i) lack of sufficient funds for equipment, supplies, or rental of classroom space;
  - (ii) lack of classroom space and/or personnel available to permit scheduling of any additional class or classes in order to reduce class size;
  - (iii) conformity to the class size objective because it would result in the organization of half or part time classes;
  - (iv) a class larger than the above is necessary and desirable in order to provide for specialized or experimental instruction;
  - (v) placement of pupils in a subject class for which there is only one (1) on a grade level;
  - (vi) size of specific classroom space is inadequate.

10. Teaching Assignments

- (a) Teachers may express in writing to the supervisor their preference of grade assignment in the elementary school and subject assignment in the secondary school, and the principal will honor such preferences when the request is consistent with the educational needs of the school. If a teacher does not receive his/her requested assignment, he/she shall be so notified in writing with the reason(s) stated.
- (b) Teachers' programs will be established in accordance with the following guidelines:
  - (i) Teachers' abilities and preparation shall be a prime consideration;
  - (ii) The number of different rooms in which assignments occur for a teacher shall be held to the minimum;
  - (iii) Equitable standards shall be applied within a school for exemptions from homeroom and building assignments; and,

- (iv) In rooms with specific stations (shops, typing rooms, laboratories), the number of pupils assigned to such rooms shall not exceed the number of stations available, provided that in the programming of such classes, an extra number of pupils equal to the anticipated attrition rate may be included.
- (c) Teachers shall have the opportunity to express their preference of assignment to school committees and other extra curricular activities for which there is no pay. These requests shall be honored on the basis of competency of the individual in the judgment of the supervisor.
- (d) Elementary teachers shall receive their tentative grade assignments and secondary teachers shall receive their tentative subject assignment for the next school year no later than the last day of the current school year.
- (e) In the secondary schools, there shall be no more than three (3) consecutive periods of academic teaching assignments, except where the teacher agrees. However, in schools with block schedules, there should be no more than two consecutive teaching periods, except where the teacher agrees.
- (f) In the secondary schools, the number of lesson preparations shall be kept at a minimum, consistent with an effective teaching program.
- (g) A secondary teacher may be assigned to a duty in lieu of a teaching period.

11. Non-Traditional Scheduling

- (a) In accordance with non-traditional scheduling such as Block or Flextime scheduling, each school site shall determine how best to use its staffing allocation for the school year. The SCAC must consider the request for such non-traditional scheduling.
- (b) If the SCAC recommends the implementation of such non-traditional scheduling, then the entire faculty must, by secret ballot vote, approve the measure by a percentage of no less than 66 and 2/3% before such implementation may occur.
- (c) Where non-traditional schedules are adopted, the term “teaching period” shall mean at minimum, the average length of time for a class period in a traditional secondary instructional day.

- (d) Teachers who are unable to adapt to non-traditional scheduling shall be permitted to seek a voluntary transfer to another school in accordance with Article IV Transfer Policy.
- (e) Secondary Schools include high schools, junior high schools, grades 6, 7 and 8 in middle schools and educational canterers.

12. Lesson Planning

- (a) The Board and the Union agree that effective planning is fundamental to the success of the teaching learning process. The parties agree that a joint sub-committee of the FEP will convene on or before June 30, 2006 for the specific purpose of developing a system-wide lesson plan template that will contain the required components of a standards-based lesson plan. The use of this template by teachers shall satisfy the requirements of section B, below, relating to lesson plans. The sub-committee shall consist of ten (10) members, five (5) appointed by the Superintendent and five (5) appointed by the President of the Washington Teachers' Union.
- (b) Lesson plans shall be required of each teacher and such plans may be reviewed by the principal/supervisor at any time upon his/her request. It is understood that lesson plans are used as a guide to the teacher in structuring the learning experiences of pupils. The system-wide template prescribes the minimum required elements for a lesson plan. No teacher shall be required to provide more detail than that which is required in the system-wide template. However, if it is demonstrated that a teacher is in need of assistance to improve his/her teaching and it is determined that the teacher's planning is deficient, then the supervisor may make suggestions on how planning might be improved.
- (c) If the immediate supervisor determines as a result of the DCPS evaluation process that a teacher is in one of these two evaluation categories, "needs improvement" or "performance is unsatisfactory", then the supervisor/principal shall direct how planning should be improved.
- (d) Lesson Plans do not determine a teacher's effectiveness; therefore, they shall not be used in isolation to determine a teacher's effectiveness.

13. Collaborative Planning

- (a) DCPS and the WTU believe that individual and collaborative planning times are essential to good instruction and to meeting the needs of all students. Collaborative time (8:10 am--8:40 am) is



designed to allow teachers to meet with their colleagues to discuss educational issues, look at student work, share best practices, design materials and instructional plans based on the new standards, share information on students, and align curriculum with assessments. It is understood that in order to be effective, the use and format of collaborative time must be cooperatively designed by principals and teachers, and both need professional development in facilitation of collaborative planning. To this end, each school shall establish a Professional Development Team to design a plan and establish guidelines, procedures, and strategies for implementing use of the thirty-minute morning block of collaborative planning time within the parameters defined in paragraph C. below. The team shall consist of the supervisor or his/her designee, the WTU building Representative or his/her designee, appropriate department or grade level chairpersons, and other persons as deemed appropriate by consensus of the team.

- (b) DCPS shall provide principals and teachers professional development to facilitate their effective use of collaborative planning time.
- (c) The 30-minute morning block of collaborative planning time shall be limited to use as defined in Definitions, paragraph T of this Agreement.
- (d) In schools that are in restructuring and have been provided prescriptive intervention models (America's Choice, etc.) by the Superintendent, the team shall include requirements of the specific prescriptive model in the design of their plan and the requirements of the prescriptive model shall have priority.

#### 14. Planning Periods

The parties agree that planning periods shall be used towards improving the instructional program. In addition to such professionally related duties as lesson planning, grading papers, maintaining student progress records, reviewing student work and developing student profiles, planning periods may also be used for scheduled conferences (e.g., pupil-teacher, teacher-teacher, administrator-teacher, and parent-teacher conferences). All grievances concerning planning periods shall be expedited and shall begin at Step 3 (the Superintendent's level), unless the teacher chooses to begin at Step 2 mediation.

#### 15. Secondary Planning Periods

All secondary school teachers shall be given at least five (5) daily planning periods per week that are equal in length to a class period, except as may be mutually agreed between the supervisor and the teacher.

16. Elementary Planning Periods

- (a) All planning periods shall be scheduled between the hours of 8:40 am and 3:15 pm, except as provided for in option 3 of this section, or as may be otherwise mutually agreed to by the supervisor and teacher.
- (b) Each teacher in the elementary schools shall be provided a minimum of 225 minutes of individual planning time each week. The supervisor, in consultation with the school chapter advisory committee, shall develop the master schedule and shall implement the following options, in the same numerical order as provided below, to achieve the 225-minutes of weekly planning time for all elementary teachers. The supervisor should proceed to the next option only if the previous option cannot be achieved.

Option 1 First Priority for Scheduling of Individual Planning Time for Teachers

Each elementary school teacher shall be provided a daily planning period of at least forty-five (45) minutes in duration. This option shall be implemented for all teachers, where it is possible to do so.

Option 2 Second Priority for Scheduling of Individual Planning Time for Teachers

This option shall be implemented only for those teachers, if any, for whom the supervisor is unable to achieve option 1 within the master schedule. In such case, each teacher affected shall be provided a minimum of 225 minutes of individual planning time each week. The supervisor, in consultation with the school chapter advisory committee, shall configure the master schedule so that the teacher involved shall receive no less than four (4) daily planning periods per week. Three (3) of the daily planning periods shall be at least forty-five (45) minutes in duration and the fourth shall be at least ninety (90) minutes in duration, totaling a minimum of 225 minutes per week.

Option 3      Third Priority for Scheduling of Individual Planning Time for Teachers

This option shall be implemented only for those teachers, if any, for whom the supervisor is unable to achieve option 1 or option 2 within the master schedule. In such case, each teacher affected shall be provided a minimum of 225 minutes of individual planning time each week. The supervisor, in consultation with the school chapter advisory committee, shall configure the master schedule so that the teacher involved shall receive no less than three (3) daily planning periods per week. The supervisor may select either (a) or (b) below when implementing this option:

- (i) One (1) of the daily planning periods shall be at least forty-five (45) minutes in duration and two (2) of the daily planning periods shall be at least ninety (90) minutes in duration, totaling a minimum of 225 minutes per week.
- (ii) Two (2) of the daily planning periods shall be at least forty-five (45) minutes in duration and one (1) of the daily planning periods shall be at least 135 minutes in duration, totaling a minimum of 225 minutes per week

Option 4      Fourth Priority for Scheduling of Individual Planning Time for Teachers

This option shall be implemented only for those teachers for whom the supervisor is unable to achieve the required minimum of 225 minutes of weekly planning time through use of option 1, option 2, or option 3 of this section. In such case, each teacher affected shall be provided a minimum of 225 minutes per week of individual planning time using the following procedures.

- (i) The supervisor shall provide each teacher with at least three (3) minimum 45-minute daily individual planning periods between the hours of 8:40 am and 3:15 pm each week.
- (ii) The supervisor shall use two (2) of the 30-minute morning blocks (60 minutes), if there is a need to achieve one (1) additional individual planning period for the teacher
- (iii) The supervisor shall use three (3) of the 30-minute morning blocks (90 minutes), if there is a need to achieve 2 additional individual planning periods for the teacher.
- (iv) All planning periods provided through the use of the 30-minute morning blocks shall be at least 30 minutes in

duration and shall be scheduled from 8:10 am to 8:40 am, unless agreed to by the teacher.

- (c) All special subject classes will begin on the first day of school.
- (d) In instances where a special subject teacher is not available to provide coverage for a teacher's scheduled planning period, the building supervisor shall:
  - (i) Seek a substitute
  - (ii) Utilize an alternative planning schedule
  - (iii) Implement an alternative planning mechanism to be determined by supervisor/SCAC

17. Lunch Periods

(a) Secondary Schools

In the secondary schools, each teacher shall have a duty-free lunch period equal in length to a full teaching period. However, in no case shall a teacher's lunch period be less than 45 minutes or exceed 60 minutes. A duty-free lunch period shall not include the supervision of students.

(b) Elementary Schools

In the elementary schools, the supervisor and the School Chapter Advisory Committee shall develop a schedule and utilize available resources, so that each teacher shall have a minimum forty-five (45) minute, duty-free, uninterrupted lunch period each day. When it is impossible to configure the master schedule to provide each teacher a daily minimum forty-five duty free lunch period, the schedule shall be arranged to provide each teacher a minimum of 225 minutes of duty free lunch per week. In such case, each teacher shall be given no less than a thirty minute, duty free, uninterrupted lunch period daily. Teachers, teacher-aides, and school assistants shall be rotated for lunch duty on an equitable basis throughout the school year. The rotation system shall be arranged in consultation between the supervisor and the School Chapter Advisory Committee. During the duty-free lunch period, a teacher shall not be required to monitor students, escort students to and from lunch, escort students to the playground or to class or other activities.

(c) Career Development Centers/Vocational Programs

- (i) Whenever possible, teachers with double shops in the career development centers/vocational programs will be relieved of section duties.
- (ii) In the career development centers/vocational programs, each teacher shall have a duty-free lunch period of a full teaching period.
- (iii) In shops and other classrooms where special work projects are carried on, requests for such projects shall be channeled to the teacher through the supervisor. These special work projects will be performed under the direction of the teacher. Any request relating to community programs, improvements, or renovation shall come first to the attention of the supervisor and then shall be forwarded to the shop teacher affected. The teacher, in consultation with the supervisor, shall decide whether the project is to be undertaken.

(d) Special Education City-Wide Schools

In the elementary schools, the supervisor and the School Chapter Advisory Committee shall develop a schedule and utilize available resources, so that each teacher shall have a minimum forty-five (45) minute, duty-free, uninterrupted lunch period each day. When it is impossible to configure the master schedule to provide each teacher a daily minimum forty-five duty free lunch period, the schedule shall be arranged to provide each teacher a minimum of 225 minutes of duty free lunch per week. In such case, each teacher shall be given no less than a thirty minute, duty free, uninterrupted lunch period daily. Teachers, teacher-aides, and school assistants shall be rotated for lunch duty on an equitable basis throughout the school year. The rotation system shall be arranged in consultation between the supervisor and the School Chapter Advisory Committee. During the duty-free lunch period, a teacher shall not be required to monitor students, escort students to and from lunch, escort students to the playground or to class or other activities.

(e) Special Education Related Training for Teachers

DCPS will provide education and training for all teachers during their tour of duty as it relates to the needs of students with disabilities, i.e., directives, guidelines and best practices.

18. Conference with Parents

- (a) The responsibility of the teacher to be available for conferences with parents is recognized as a teacher's professional responsibility and shall be encouraged by the parties. Such contact with parents shall be accomplished by personal appointment, parent-teacher conference meetings, home visits, or telephone conversations. In order to contact parents, the use of designated school phones shall be made available for use by teachers.
- (b) Teachers are required to attend for the sole purpose of meeting with parents, not more than four parent-teacher conference meetings during each school year by night. Three of these shall be held on non-instructional days from 12:00 noon to 7:00 pm, including a one-hour break. One of the four conferences shall be a "Back-to-School" night, which shall be scheduled in accordance with each school's needs.

19. Reimbursement for Travel

Teachers having a regularly scheduled teaching assignment requiring travel within the District of Columbia shall be provided Metro fare or shall be reimbursed for such travel. The rate of reimbursement for required use of a vehicle shall be at the Internal Revenue Code recognized maximum reimbursement. Teachers using privately owned vehicles must obtain authorization through their immediate supervisor and submit the required documentation of travel.

20. Declaration of Intent

Teachers who do not intend to continue employment with DCPS the following year (retirees or persons leaving for other reasons), must submit to DCPS, Office of Human Resources a Declaration of Intent Form no later than April 1st. Such persons shall be entitled to receive a one thousand dollar (\$1000) incentive payment from DCPS, payable within forty-five(45) days following the exit date of an eligible retiree and within forty five (45) days following the end of the school year for all other eligible teachers.

Any bargaining unit member who files a declaration of intent by April 1st and changes his/her mind about leaving DCPS, may withdraw the Declaration of Intent on or before April 30th. Such persons shall not be eligible for the one thousand dollar (\$1000) incentive payment nor subject to any penalty.

Employees who leave DCPS but fail to file a Declaration of Intent to that effect by April 30th shall not be subject to any monetary penalty greater than one thousand dollars (\$1000). They shall be eligible for rehire after

one year, and DCPS shall release personnel information upon inquiry or request.

The declaration of Intent sanctions/penalties shall not apply to the following:

- (a) Persons who file a Declaration of Intent by April 1st and withdraw it on or before April 30th;
- (b) Persons who choose to leave DCPS as a result of the denial of a voluntary transfer request made in accordance with Article IV of the Agreement;
- (c) A person who submits an intent to retire and subsequently learns that he/she is ineligible to retire; and
- (d) Persons who leave DCPS as a result of Furlough, Abolishment, Excessing, or Reduction In Force (RIF).

Upon receipt of a declaration of intent that a teacher intends to retire, DCPS shall provide the teacher with a written retirement eligibility calculation no later than five school days prior to May 30 of the given school year.

A WTU bargaining unit member may request a waiver of the sanctions/penalties associated with this section by submitting a written request to the Superintendent or his/her designee.

## ARTICLE XXV. AUXILIARY AND ANCILLARY SERVICES

### A. Librarians

- 1. The District of Columbia Public Schools shall maintain library and media center facilities.
- 2. As funds are specifically allocated, clerical assistance shall be provided for all librarians.
- 3. Librarians shall not be assigned regular non librarian duties, which will cause the closing of the library.
- 4. Where there are two (2) or more professional staff personnel assigned to a media center or library, the librarian with building seniority shall be designated as team leader if the qualifications are equal.
- 5. Librarians shall be given the opportunity to acquire the necessary training for handling non print materials, provided funding is available.

6. When libraries are established, the standards of the American Library Association shall be considered.
7. Continuous access to the library collections and flexible scheduling shall be components of the library media center. Flexible scheduling for the use of the library shall be developed and implemented when it is deemed appropriate for the instructional program of the school by the supervisor after consultation with the librarian-media specialist.
8. School librarians shall arrange cooperative meetings and/or conferences with faculty members during the employee's work day. These meetings and/or conferences shall be to discuss issues, books, materials and other business pertinent to the professional librarian's and faculty member's mission of providing the highest quality of education to DCPS students. The goal of Section A is to implement the most efficient and effective use of the library as a learning and resource center.
9. Librarians are integral members of the teaching function in the DCPS. Librarians shall, in addition to the traditional functions, collaborate in the selection of all learning resources, work with teachers in the planning and/or implementation of curriculum, and offer instruction to both teachers and students in the use of library and media center resources and equipment, as well as reading, listening and viewing skills.

B. Counselors

1. As funds are specifically allocated, clerical assistance shall be provided for all counselors.
2. Counselors' duties shall be related solely to the guidance program, except as otherwise provided in this Agreement.
3. Suitable space as permitted by the existing physical plant shall be provided for counselors to carry out their programs. In a building which has a suite designed for a counselor, the counselor shall be assigned to that area.
4. In all schools, the Board, within budget limitations, will work toward providing one counselor for every three hundred (300) students or major fraction thereof.
5. Counselors shall be provided with a telephone in the counselor suite/area and, where possible, a direct line.
6. The confidentiality of the work of the counselor is recognized with the understanding that student records are to be made available upon request by the supervisor.



- C. Related Service Providers (School Social Workers, School Psychologists, Speech/Language Pathologists and Psychiatric Social Workers)
1. All Related Service Providers, covered under this section, shall perform duties related to their special field, except as otherwise provided in this Agreement.
  2. Standards for Related Service Providers which will conform to the standards of the American Speech and Hearing Association, the National Association of Social Workers, and the National Association of School Psychologists, as appropriate, shall be established by the Board provided that funds are available.
  3. Related Service Providers shall not be assigned duties or perform acts which would result in a violation of standards of professional practice as defined by the appropriate professional organizations.
  4. A room conducive to individual testing, interviewing, and the transaction of business of a confidential nature shall be made available to school psychologists, school social workers and other Related Service Providers as needed. The transaction of business of a confidential nature may require access to and a use of a telephone.
  5. Where a speech suite, a converted area or a room that is specifically designated for Speech language therapy and Hearing therapy services exists, the Speech language therapist and/or Hearing therapist will be assigned to that designated space on the day or days that the employee is in that building.
  6. A Related Service Provider who is required to appear at a placement, assessment, disciplinary or due process hearing shall have the opportunity to consult with the designated representatives of the Board prior to the hearing.
  7. Related service providers may express in writing to the principal/supervisor their preference for program assignments as long as the request is consistent with the educational needs of the system. If the related service provider does not receive his/her requested assignment, he/she shall be so notified in writing with the reason(s) stated.
- D. Visiting Instruction Service (VIS)
1. The work day for VIS teachers is the same as that of any other teacher and any unscheduled time shall be used in a relevant manner toward improving the instructional program.

2. One (1) afternoon per week shall be devoted to record keeping, meetings, planning, and any other relevant activities toward improving the instructional program.
3. Weekly teaching schedules must be updated promptly. If no changes occur during the week, such notation shall be recorded.
4. Teachers assigned full-time to child-oriented hospitals or institutions shall adjust their teaching schedules in consultation with their supervisor.
5. When a daily schedule is to be rearranged, the supervisor shall be notified by telephone within a reasonable time and a record of the changes shall be recorded as soon as practicable.
6. When conditions indicate, the teacher may require adult supervision in the home while instruction is taking place.
7. Daily attendance records noting teachers' time of arrival with signature of parent or guardian and/or pupil shall be submitted to the supervisor weekly.
8. An orientation of at least one (1) week shall be provided for all new teachers in the VIS program.
9. A teacher shall not be required to provide instructional services in any home, institution, or area if there is a valid reason to believe that the physical well being of the teacher is threatened. This provision shall be applicable to all teachers who are required to make home visitations as a routine in their work schedule.

E. Special Education Teachers

1. Special education teachers who are involved in the development of Individualized Educational Programs (IEP) shall be granted the necessary time during the school day for testing, conferences, and the writing of IEP(s).
2. The Division of Special Education will disseminate to special education teachers any federal and state guidelines, which affect the operation of their program.
3. As funds are specifically allocated, special education teachers shall be provided with the necessary forms, supplies, equipment, materials and test(s) needed to fulfill curriculum requirements, as determined by the Board.

4. Special education teachers who are assigned to non-citywide schools shall attend the organizational meetings of their assigned schools at the beginning of each school year.

F. Special Subject Teachers

1. All special subject teachers assigned to a single school building shall be required to perform all the duties regular teachers are expected to perform.
2. Itinerant special subject teachers shall not be required to perform any of the following:
  - (a) answering of telephones.
  - (b) general clerical work.
3. Itinerant teachers shall be required to perform all duties regular teachers are expected to perform at schools where they teach a full day, provided that no itinerant teacher shall be required to perform duties in excess of that which he/she would be assigned if full time in one school.
4. The duties of the special subject teachers shall be based on the guidelines for special subject and resource teachers.

All ET personnel covered under the provision of this Article shall be paid at a per-diem rate for each day they are required to work following the closing day of the school year for teachers and before the opening day of the school year for teachers, provided funds are available.

ARTICLE XXVI. SUPPLIES, EQUIPMENT, TEXTBOOKS, TECHNOLOGY, AND  
RELATED EDUCATIONAL MATERIALS

A. General

1. In each school unit, and prior to the first day of school for students, the supervisor and the School Chapter Advisory Committee shall prepare an inventory of existing supplies and develop procedures to accomplish the equitable and timely distribution of such supplies.
2. The supervisor and the School Chapter Advisory Committee shall meet no later than September 30th of each school year to consult and develop procedures to ensure equitable allocation and distribution of funds for instructional supplies, equipment, textbooks, and other educational resources. The supervisor shall meet with the teaching staff by October 15th of each year to review and discuss the procedures. A written copy of the procedures shall be provided to all teachers prior to the meeting.

3. Each teacher shall submit in writing to the supervisor his/her request for instructional supplies, equipment, and other educational resources by October 30th of each year, unless an alternative date is otherwise agreed to by the supervisor and the school chapter advisory committee. To the extent possible, the supervisor shall fulfill such request. When the supervisor is unable to fulfill or denies any portion of a teacher's request for instructional supplies, equipment, or other educational resources, the supervisor shall provide the teacher the specific reason in writing.
4. A supply room will be provided in each school unit for instructional materials to be used by teachers. The supervisor and School Chapter Advisory Committee shall consult and identify the specific instructional supplies and educational resources to be purchased and maintained in the supply room for general distribution to teachers (staples, paper, pencils, etc.), and shall develop procedures to ensure that such supplies are available for teachers upon timely request.
5. The supervisor and school chapter advisory committee shall develop accountability procedures to ensure the timely ordering, receipt, and distribution of instructional supplies and educational resources for all teachers. A copy shall be provided to teachers.
6. No teacher shall be required to furnish school instructional supplies, equipment, textbooks, or related educational materials at his/her own expense. Any teacher required to advance money for payment of educational materials, including foods which are necessary to carry on classroom instruction, shall be reimbursed for such expenses within fifteen (15) school days of the teacher's submission of the form provided by the Board.

B. Textbooks and Related Educational Materials

1. The supervisor and the School Chapter Advisory Committee shall develop procedures for the distribution and handling of books. Current guidelines issued by the Board shall be provided to the supervisor and the School Chapter Advisory Committee for their use in developing such procedures.
2. Space shall be made available in each school building to teachers, including floating teachers, for the storage of books.
3. Available curriculum guides shall be issued to teachers prior to the first day of school for students.

C. Instructional Copying Facilities

Each local school shall provide teachers access throughout the workday to an appropriate and operable copy machine. The copier shall be placed in a convenient location for teachers' use

and be sufficiently maintained and supplied. The supervisor and SCAC shall develop procedures to ensure equitable and appropriate use of the copier.

#### D. Instructional Technology

The Superintendent and WTU President agree to work cooperatively to ensure that each teacher has a designated computer (preferably a laptop) with internet access for recordkeeping and instructional purposes as quickly as possible. The parties will consult on a timeline and process to achieve this goal.

Additionally, the parties will consult on strategies:

- (i) to obtain sufficient numbers of computers for student use
- (ii) to improve availability and access to the internet
- (iii) to integrate the use of technology in classroom instruction
- (iv) to acquire a variety of technological resources that support quality teaching and learning
- (v) to improve maintenance and repair of all technological equipment

In schools where the DC STARS System is implemented, and a teacher does not have an operational computer with internet access within his/her classroom, the supervisor shall designate an operational computer within the school that the teacher may use to input the DC STARS data.

#### E. School Startup Allocation

Prior to the first of day of school for students, the Board shall provide each teacher a minimum of one hundred dollars (\$100) for the purchase of start up instructional supplies and resources. The Board shall consult with the Union in determining the appropriate medium (debit card, etc.) for providing this allocation. The parties agree that the one hundred dollar (\$100) startup allocation is not intended as a replacement or substitute for local school obligations under sections A1, A2, and A3 of this article.

### ARTICLE XXVII. SUPERVISORY RELATIONSHIPS

Teachers are entitled to know the names, titles, and relationships of all personnel exercising direct, indirect, technical or administrative supervision over them. The Board shall furnish teachers with this information, upon request.

## ARTICLE XXVIII. EXTRA DUTY PAY ACTIVITIES

A. Extra-duty pay activities shall include only those activities performed before and after school as determined by DCPS in consultation with the Union.

B. Where an extra-duty pay activity is such that it normally starts in September, the extra-duty pay applicable to such activity shall also start in September.

C. The following procedures will apply to assignments to positions for which there is extra-duty pay:

1. No later than April 30 of the current school year, the Board shall publish a list of vacancies and the qualifications for positions for which there is extra duty pay. The list of vacancies shall include those positions held by an incumbent for three (3) years. Candidates shall apply within a two (2) week period stating their qualifications. Three (3) year incumbents who wish to be considered for the position they hold must reapply. All subsequent vacancies shall be published and candidates shall apply within a two (2) week period.
2. The selection for the position shall be made from only qualified applicants, regardless of their area of certification. Where qualifications are equal, seniority is the determining factor. If in any school year in a particular school there is no qualified teacher available to conduct a specific needed extra-duty pay activity, the services of a teacher from another school may be utilized after agreement between the concerned supervisors and the concerned teacher. If in any school year there is no qualified teacher in the system available to conduct a specific needed extra-duty pay activity, the Board may appoint a qualified applicant from within or outside the school system.
3. A qualified teacher who applies for an extra-duty pay activity held by another teacher for at least three (3) years shall have priority over such incumbent except that if the services of the incumbent are satisfactory, the incumbent may be re-appointed to that position on an annual basis; if the supervisor, after consultation with the School Chapter Advisory Committee, determines on an equitable basis to continue the incumbent's appointment.
4. If selected, teachers must serve in such positions for the scheduled length of the activity. Teachers who do not wish to continue in the position should notify the supervisor in writing by April 1 of the current school year so that the vacancy list for extra-duty positions for which there is pay can be prepared and made available by April 30.

5. A teacher applicant for an activity who does not receive the desired position shall be notified in writing with the reason so stated by the end of the school year.
6. A teacher who is removed from an extra-duty pay activity because of unsatisfactory performance shall be given the reason(s) for the removal in writing.
7. The joint DCPS-Union committee shall negotiate within the budgeted allotment for extra-duty pay, changes in the existing pay for teachers of extra-duty activities. Annually, approved results of the joint Union-DCPS committee are referenced as an appendix to this agreement.

#### ARTICLE XXIX. PERSONAL AFFAIRS DURING NON DUTY HOURS

A. Personal behavior of a teacher during non-duty hours is the teacher's concern, but this shall not preclude the Board from taking action against a teacher in appropriate circumstances after notification to the Union of such personal behavior.

B. Complaints concerning unpaid bills, bad checks, tax delinquencies, and court judgments not involving D.C. Government monies or accounts shall be forwarded to the employee concerned without comment.

#### ARTICLE XXX. SUMMER AND PART-TIME SCHOOLS AND PROGRAMS

A. Teachers applying for summer and part-time school positions shall be considered by qualification to teach specific subject matter. Qualification shall be determined by educational background and demonstrated competence as indicated by performance evaluations. In the case of shop instructors, preference will be given to the day school teacher who teaches in that particular shop.

B. Subject to legal limitations, all teachers shall have equal opportunities for employment in any summer or part time program. System-wide seniority, as defined in Definitions, paragraph P1, shall be the prime consideration in employment if all other factors are equal.

C. Regular teaching personnel with satisfactory performance evaluations will be given preference over substitutes and transient teachers, provided they apply during the announced period for applications.

D. All applicants for such employment will be notified in writing that their applications have been received and that they will be considered for summer or part time positions.

E. No teacher shall be eligible to teach in these part-time programs after five (5) years of consecutive service unless there is no other qualified applicant available.

F. Sections A through E shall not apply to those teachers who are declared excess and are qualified for the positions.

G. Summer program teachers will receive written notification of employment at least two (2) weeks before the end of the regular school year, where possible, even if so notified on a contingency basis. If funds are reduced after teachers have been notified of employment on a contingency basis, the selection from among these individuals shall be in accordance with Sections A and B of this Article.

#### ARTICLE XXXI. MEETINGS ON POLICY MATTERS

The Union and Board representatives shall hold meetings at least once a month, unless cancelled by mutual agreement, to discuss school policies and problems relating to the implementation of the Agreement. Any agreement reached on the interpretation of any part of the Agreement shall be reduced to writing and signed by the Board or its designee and the Union.

#### ARTICLE XXXII. UNION ACTIVITIES

A. Whenever members of the bargaining unit are mutually scheduled by the parties to participate, during working hours, in conferences or meetings at the central or administrative offices, they shall suffer no loss of pay.

B. It is expected that the investigation of grievances and other appropriate activities relating to the administration of this Agreement will be conducted after school hours or during unassigned teaching periods. However, when the need arises, the supervisor shall provide appropriate time for the building representative to investigate grievances and to engage in other appropriate activities. The supervisor shall afford full cooperation in such investigations and activities. Union officials shall be free to investigate grievances and engage in other said appropriate activities throughout the school system at times, which do not interfere with instructional activities. In each instance, Union officials, upon their arrival at the school, shall inform the supervisor, or designee of their presence.

#### ARTICLE XXXIII. COPY OF AGREEMENT

The Union and the Board shall each pay their pro rata share of the full cost of the printing of this Agreement by a union printer.

#### ARTICLE XXXIV. TAX-SHELTERED ANNUITY

The Union shall choose the company or companies to provide tax-sheltered annuity coverage for employees in the ET teachers' bargaining unit. Employees in the EG teachers'



bargaining unit will continue to be covered by the carrier designated by the District of Columbia Government.

#### ARTICLE XXXV. NO STRIKE CLAUSE

A. During the life of this Agreement, the Union will not cause or engage support, encourage or authorize any employee covered by the Agreement to participate in any cessation of work through slowdown, strikes, work stoppage or otherwise.

B. Where a strike, slowdown or stoppage of work occurs, the Union's agents, upon notification of such action by the Superintendent, will immediately and publicly declare as illegal any such strike, work stoppage or slowdown and will order the Union's members to terminate such action and failure of the Union's agents to so declare and order shall constitute a violation of this Article.

C. For purposes of this Section, an employee who is absent from work without permission, or who abstains wholly or in part from the full performance of his/her duties in his/her normal manner without permission, on the date or dates when a strike occurs, shall be presumed to have engaged in such strike on such date or dates. Such a presumption is rebuttable.

D. Any employee who participates in, supports, or encourages any such slowdown, strike or work stoppage shall be subject to discipline or discharge with the right to appeal through the grievance and arbitration procedure only as to the determination of the question of whether the employee so disciplined or discharged did, in fact, participate in, support or encourage such strike, work stoppage or slowdown.

#### ARTICLE XXXVI. CONFORMITY TO LAW-SAVING CLAUSE

A. If any provision of this Agreement is or shall at any time be contrary to law, then such provision shall not be applicable or performed or enforced, and substitute language, if any, shall be subject to negotiation between the parties.

B. In the event that any provision of the Agreement is or shall at any time be contrary to law, all other provisions of this Agreement shall continue in effect.

#### ARTICLE XXXVII. BOARD RULES

The provisions of this Agreement shall supersede the Rules of the Board pertaining to the specific provisions covered herein, to the extent that such provisions are lawful and are inconsistent with such Rules.

ARTICLE XXXVIII. MATTERS NOT COVERED

The parties agree that by mutual consent they will consult and negotiate on matters not covered by this Agreement which are proper subjects for collective bargaining.

ARTICLE XXXIX. COMPENSATION

The parties agree that members of the bargaining unit shall be compensated as follows:

- A. FISCAL YEAR 2004 - 2005 (see salary schedules, pages 78-80)
- B. FISCAL YEAR 2005 - 2006 (see salary schedules, pages 78-80)

Effective the first pay period beginning on or after October 1, 2005 the Board will increase FY '06 base salary schedules for all employees covered by this Agreement by 4.0% in accordance with past methods of increasing base salary schedules.

- C. FISCAL YEAR 2006 - 2007 (see salary schedules, pages 78-80)

Effective the first pay period beginning on or after October 1, 2006, the Board will increase FY '07 base salary schedules for all employees covered by this Agreement by 6.0%, in accordance with past methods of increasing base salary schedules.

Any employee who has received a pay increase under any other authority and whose position is added to the Recognition Article of this Agreement shall not be covered by the provisions of this Article XXXIX, for any fiscal year in which they have received a pay increase pursuant to the other authority.

- D. Longevity Increments for Years of Service

Longevity increments at years 17, 19, and 21 will be implemented for teachers qualifying and who hold a BS/BA +30 or above. The cumulative-amount added to the base salary at each step for SY 2006-2007 is indicated below.

STEP 17/18	STEP 19/20	STEP 21
\$900	\$2400	\$4500

Following the SY 2006-2007 initial year of implementing steps 17, 19, 21, the amount added to the base salary for qualifying teachers at each step shall be as indicated below:

STEP 17	STEP 19	STEP 21
\$900	\$1500	\$2100

ARTICLE XL. BENEFITS

The parties agree that any provision of this Agreement which requires legislative action to permit its implementation shall not become effective until the appropriate body gives its approval and provides a source of additional funds as a permanent base adjustment to the annual operating budget. Upon provision of such additional funds the following optical, dental and legal services plan benefits shall be provided effective upon the dates as stated:

1. Optical Plan. Effective the first pay period beginning on or after the effective date as provided in the Article entitled "Duration of Agreement," the Board agrees to provide the following amounts for an optical insurance plan to be contracted for by the Union and approved by the joint Board/Union committee:

FISCAL YEAR 2005

Eleven dollars and twenty five cents (\$11.25) per month, per participating employee, as the premium for self and self/family coverage.

FISCAL YEAR 2006

Eleven dollars and twenty five cents (\$11.25) per month, per participating employee, as the premium for self and self/family coverage.

FISCAL YEAR 2007

Eleven dollars and seventy cents (\$11.70) per month, per participating employee, as the premium for self and self/family coverage.

2. Dental Plan. Effective the first pay period beginning on or after the effective date as provided in the Article entitled, "Duration of Agreement," the Board agrees to provide to the Union the following amounts for a dental insurance plan to be contracted for by the Union and approved by the joint Board/Union committee:

FISCAL YEAR 2005

Twelve dollars and ten cents (\$12.10) per month for single coverage and twenty eight dollars and sixty cents (\$28.60) per month for self/family coverage per participating employee.

FISCAL YEAR 2006

Twelve dollars and ten cents (\$12.10) per month for single coverage and twenty-eight dollars and sixty cents (\$28.60) per month for self/family coverage per participating employee.

#### FISCAL YEAR 2007

Twelve dollars and ninety-five cents (\$12.95) per month for single coverage and thirty dollars and sixty cents (\$30.60) per month for self/family coverage per participating employee.

3. Legal Service Plan - effective the first pay period beginning on or after the effective date as provided in the Article entitled "Duration of Agreement," the Board agrees to provide to the Union, the following amounts for a Legal Service plan to be contracted for by the Union:

#### FISCAL YEAR 2005

Eight dollars and seventy cents (\$8.70) per pay period per participating employee.

#### FISCAL YEAR 2006

Eight dollars and seventy cents (\$8.70) per pay period per participating employee.

#### FISCAL YEAR 2007

Eight dollars and seventy cents (\$8.70) per pay period per participating employee.

4. The dental, optical and legal service plans shall be contracted for by the Union, subject to a competitive bidding process where bidders are evaluated and selected by the Union.
5. There shall be a joint Board/Union committee appointed to review all aspects of optical, dental and legal service plans. The Board shall be held harmless from any liability arising out of the implementation and administration of the optical, dental and legal service plans.
6. The Union shall be responsible for program administration and shall bear all such administrative costs.
7. The Union shall be responsible for identifying to the Board, after surveying the unit employees, the names and number of employees to be carried under individual and family status.
8. The Board shall not make dual premium payments for employees who are married and are both in the bargaining units covered by this Agreement or are in another bargaining unit within the District of Columbia Government covered by the same benefit provider(s). The Union shall be responsible for identifying to the Board the name of the designated employee for whom the premium is to be paid.

9. The Union shall provide the Board quarterly reports for the expenditure of funds provided in this Article.
10. The benefit provider(s) will supply utilization statistics to the Board and the Union upon request for each year of the contract.
11. If, during the contract duration, the Board contracts with a carrier that provides equal or better optical, dental or legal service plan benefits, the Union will review its option to participate in such a program.

#### ARTICLE XLI. PAYMENT POLICIES

A. Ten-month and twelve-month teachers shall be paid on a bi-weekly basis. A ten (10) month teacher shall not lose pay for Saturdays, Sundays and/or legal holidays if he/she is in a non-pay status on the Friday before Saturday, the Monday following Sunday, and/or the day before and the day after the holiday.

B. Employees must choose either direct deposit of paychecks or to receive their paycheck in the mail at their home address of record. Employees choosing direct deposit must designate their choice of financial institution to receive the direct deposit. Employees not choosing direct deposit have the responsibility for ensuring that their current address is the address of record.

C. When there is an administrative error on a salary check or payment, the error shall be corrected immediately, unless it is demonstrated in a particular case that this is not administratively possible.

D. When an administrative error occurs which prevents teachers from being paid on the proper day, DCPS shall prepare and issue a supplemental check to the teacher.

E. Compensation for a teacher granted leave under Article XVIII. E, of this Agreement shall be paid in the same manner as if they were on active duty during the period of such leave of absence reduced by the amount of contributions which he/she is required to make to the retirement fund, federal and state taxes, and any other contributions he/she may elect to make in accordance with applicable statutes and regulations.

F. A teacher, who is re-appointed, reassigned, or converted to an ET position within the bargaining unit shall be granted salary placement according to the number of years of full time teaching service at the time of salary certification as determined by DCPS. Salary placement shall be granted for each year of satisfactory service in a full-time, equivalent position in or outside the Public Schools of the District of Columbia, in an educational program of recognized standing as determined by DCPS, except that salary placement for temporary teachers shall be limited to five (5) years and salary placement for probationary teachers shall be limited to nine (9) years.

G. A teacher who is re-appointed, reassigned, or converted to an ET position of shop teacher in the career development program shall be granted one (1) year of salary placement for

each year of approved experience in the trades, as determined by DCPS, but shall be limited to nine (9) years of any combination of trade experience and/or educational service outside the Public Schools of the District of Columbia.

H. Effective 1 October, 1999, the employer shall “pick up” within the meaning of Subsection 414 (h) (2) of the Internal Revenue Code, each bargaining unit member’s contribution to the Teachers’ Retirement Fund. The employee’s basic pay shall be reduced by the full amount of retirement contribution. In determining retirement benefits, the employee’s contributions which are “picked up” by the employer shall be treated as base pay in the same manner as contributions made by the employee prior to the commencement of the “pick up” program. The contributions will be included in compensation for the purpose of retirement benefit calculation. The employer’s contribution to the Teachers’ Retirement Fund on behalf of the employee shall be calculated on the employee’s basic pay before the “pick up” is deducted.

I. All ET personnel covered under of the provisions of this Agreement shall be paid at a per diem rate for each they are required to work following the closing day of the school year for teachers and before the opening day of the school year four teachers provided funds are available.

J. All bargaining unit members shall be paid at an administrative premium rate of no less than thirty (\$30) dollars per hour for performing job related duties or engaging in educational activities outside the regular school hours except as otherwise provided in the Extra Duty Pay guidelines, or as may be mutually agree to by the supervisor and the bargaining unit member involved. Pay for the performance of such duties and activities shall be approved by the supervisor, his/her designee or other appropriate DCPS agent prior to the performance of such duties.

K. Teacher Incentives:

1. National Board Certification. The Board agrees to pay each teacher who successfully completes the National Board Certification requirements a one time bonus of four thousand dollars (\$4000). After the third year of the National Board Certification Incentive Program, the Superintendent and the President of the WTU or their designees will review all aspects of the program, including its affordability and the adequacy of funding to ensure that the program is meets its purpose of improving student achievement.
2. Dual Certification. Any member of the bargaining unit who is a certified permanent classroom teacher and has attained an evaluation of “meets expectations” or higher shall receive an incentive of \$1,500, if the member achieves dual certification provided the certification is in reading, mathematics, special education, physics, chemistry or ESL.
3. Teacher reimbursement. Certified permanent teachers who have attained an evaluation of “meets expectations” or higher and who elect to obtain a master’s degree or higher, as well as teachers who elect to obtain dual

certification, as identified above, shall be reimbursed at the rate of \$200 per credit hour not to exceed \$1,800 per year per teacher provided:

- (a) The courses are job-related and approved by the superintendent or his/her designee prior to enrollment in the course(s);
  - (b) The employee earns a letter grade of “B” or better. Reimbursement will be made upon presentation of the official transcript and evidence verifying tuition payment; and
  - (c) Teachers whose credit hours are otherwise paid for through, grants, scholarships and/or other educational awards will not be eligible for tuition reimbursement for those specific credit hours.
4. Teachers who receive incentive payments and tuition reimbursements must work in the district for a minimum of three years thereafter. In the event an employee receives any such payments and fails to meet the three-year commitment, he/she is obligated to return the incentive payment or reimbursement prorated to DCPS on an annual basis; otherwise the prorated amount will be deducted from his/her final paycheck. This shall not apply to teachers who are involuntarily separated from DCPS due to furloughs, abolishment or reductions in force (RIF).

#### ARTICLE XLII. REDUCTION-IN-FORCE, ABOLISHMENT AND FURLOUGH

Prior to a reduction-in-force, abolishment, or furlough during the life of this Agreement, DCPS agrees to consult with the Union.

#### ARTICLE XLIII. SCHOOL PERFORMANCE INCENTIVES

The parties agree that any provision of this Agreement which requires legislative action to permit its implementation shall not become effective until the appropriate body gives its approval and provides a source of additional funds as a permanent base adjustment to the District of Columbia Public Schools annual operating budget. Upon provision of such additional funds, the following incentives shall be provided in school year 2006-2007.

The Board will provide a quality performance award to schools with improved performance for the immediately preceding School Year.

1. Improved performance schools shall receive a quality performance award to supplement supplies, materials, equipment, technology or professional development needs, as schools deem appropriate. This award shall not supplement teachers' salaries.

2. Schools shall be evaluated on criteria such as the following:
- (a) Student Achievement
  - (b) Narrowing of Gaps in Achievement
  - (c) Learning Climate
  - (d) Safety
  - (e) Student Satisfaction and Involvement
  - (f) Family Satisfaction and Involvement in Student Success
  - (g) Effective Site Leadership
  - (h) Effective Site Staff
  - (i) Staff Issues Resolved Effectively
  - (j) High Community Trust
  - (k) Professional Development (This entails developing a plan which is not limited to, but, incorporates a timeline and includes provisions for on-going meetings to review school improvement goals, monitor student performance, improve teaching strategies and intervention, and facilitate collaborative decision making and other areas.)

#### ARTICLE XLIV. DURATION OF AGREEMENT

This Agreement shall be effective as of the 1st day of October 2005, and shall remain in full force and effect until the 30th day of September 2007. It shall be automatically renewed from year to year thereafter, unless either party shall notify the other in writing by October 1<sup>st</sup> of the contract year in which this agreement is due to expire that it desires to modify or terminate this Agreement. In the event that such notice is given, each party shall provide to the other its proposal for a successor Agreement by November 1<sup>st</sup> of that same contract year, identifying the articles and/or issues it proposes to modify in the successor agreement, to the extent possible. It is the intent of the WTU and DCPS that contract negotiations will conclude in a manner that will allow negotiated compensation packages to be included in the DCPS annual budget request . However, such intent shall not be construed by either party as a requirement. This Agreement shall remain in full force and effect during the period of any negotiations.

IN WITNESS WHEREOF, the parties have executed this Agreement by their duly authorized representatives this day of May, 2006.

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Peggy Cooper-Cafriz  
President, DC Board of Education

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George Parker, President  
The Washington Teachers' Union,  
Local 6 American Federation of  
Teachers, AFL-CIO



District of Columbia Public Schools  
 Washington Teachers' Union  
 FY 2005-2007 EG 09 Salary Schedule  
 CBU: MAB  
 SVC: A01

**FY 2005-2007 SALARY SCHEDULES**

<u>FY2005, Effective: 10/01/04 (The first pay period)</u>										
	Step 1	Step 2	Step 3	Step 4	Step 5	Step 6	Step 7	Step 8	Step 9	Step 10
EG 09 Teacher	\$42,104	\$43,512	\$44,920	\$46,329	\$47,737	\$49,146	\$50,554	\$51,963	\$53,371	\$54,781

<u>FY2006, Effective: 10/01/05 (The first pay period)</u>										
	Step 1	Step 2	Step 3	Step 4	Step 5	Step 6	Step 7	Step 8	Step 9	Step 10
EG 09 Teacher	\$43,788	\$45,253	\$46,717	\$48,182	\$49,647	\$51,112	\$52,576	\$54,041	\$55,506	\$56,972

**Assumption:**  
 Salary Increase in FY 2006 4.00%

<u>FY2007, Effective: 10/01/06 (The first pay period)</u>										
	Step 1	Step 2	Step 3	Step 4	Step 5	Step 6	Step 7	Step 8	Step 9	Step 10
EG 09 Teacher	\$46,415	\$47,968	\$49,520	\$51,073	\$52,626	\$54,178	\$55,731	\$57,284	\$58,836	\$60,390

**Assumption:**  
 Salary Increase in FY 2007 6.00%

LONGEVITY PLACEMENTS		
1	2	3
17-18 YRS Service (BA/BS+ 30 & Above)	19-20 YRS Service (BA/BS+ 30 & Above)	21 + YRS Service (BA/BS+ 30 & Above)
\$61,290	\$62,790	\$64,890

John Musso  
 Chief Financial Officer

Dr. Clifford B. Janey, Ed.D.  
 Superintendent

FY 2005-2007 ET 15 Salary Schedule  
 CBU: MAA  
 SVC: "S"

FY 2005-2007 SALARY SCHEDULES

**FY2005, Effective: 10/01/04 (The first pay period)**

	Step 1	Step 2	Step 3	Step 4	Step 5	Step 6	Step 7	Step 8	Step 9	Step 10	Step 11	Step 12	Step 13
Bachelors	\$38,434	\$38,566	\$39,356	\$40,809	\$42,249	\$43,698	\$45,539	\$47,366	\$49,206	\$51,030	\$52,865	\$56,538	\$60,943
Bachelors + 15	\$39,715	\$40,343	\$41,171	\$42,616	\$44,062	\$45,513	\$47,350	\$49,185	\$51,018	\$52,855	\$54,680	\$58,361	\$64,589
Bachelors + 30/Masters	\$40,996	\$41,940	\$43,773	\$45,607	\$47,436	\$49,276	\$51,553	\$53,819	\$56,103	\$58,370	\$60,653	\$65,198	\$71,116
Masters + 30	\$42,277	\$43,773	\$45,607	\$47,436	\$49,276	\$51,109	\$53,379	\$55,660	\$57,933	\$60,202	\$62,472	\$67,030	\$72,986
Masters + 60/PhD	\$44,839	\$45,607	\$47,436	\$49,276	\$51,109	\$52,943	\$55,217	\$57,495	\$59,767	\$62,043	\$64,308	\$69,063	\$75,366

**FY2006, Effective: 10/01/05 (The first pay period)**

	Step 1	Step 2	Step 3	Step 4	Step 5	Step 6	Step 7	Step 8	Step 9	Step 10	Step 11	Step 12	Step 13
Bachelors	\$39,971	\$40,108	\$40,931	\$42,442	\$43,939	\$45,446	\$47,361	\$49,261	\$51,174	\$53,071	\$54,980	\$58,799	\$63,381
Bachelors + 15	\$41,303	\$41,957	\$42,818	\$44,320	\$45,825	\$47,333	\$49,244	\$51,153	\$53,059	\$54,970	\$56,867	\$60,695	\$67,173
Bachelors + 30/Masters	\$42,635	\$43,618	\$45,524	\$47,431	\$49,333	\$51,247	\$53,615	\$55,972	\$58,347	\$60,705	\$63,080	\$67,806	\$73,960
Masters + 30	\$43,968	\$45,524	\$47,431	\$49,333	\$51,247	\$53,154	\$55,515	\$57,887	\$60,250	\$62,610	\$64,971	\$69,711	\$75,905
Masters + 60/PhD	\$46,632	\$47,431	\$49,333	\$51,247	\$53,154	\$55,061	\$57,426	\$59,795	\$62,157	\$64,524	\$66,880	\$71,826	\$78,381

**Assumption:**  
 Salary Increase in FY 2006 4.00%

**FY2007, Effective: 10/01/06 (The first pay period)**

	Step 1	Step 2	Step 3	Step 4	Step 5	Step 6	Step 7	Step 8	Step 9	Step 10	Step 11	Step 12	Step 13	LONGEVITY PLACEMENTS		
														17-18 YRS	19-20 YRS	21 + YRS
														Service	Service	Service
Bachelors	\$42,369	\$42,515	\$43,387	\$44,988	\$46,575	\$48,173	\$50,203	\$52,216	\$54,245	\$56,256	\$58,278	\$62,327	\$67,184	N/A	N/A	N/A
Bachelors + 15	\$43,781	\$44,474	\$45,387	\$46,979	\$48,574	\$50,173	\$52,199	\$54,222	\$56,242	\$58,268	\$60,279	\$64,337	\$71,203	N/A	N/A	N/A
Bachelors + 30/Masters	\$45,194	\$46,235	\$48,255	\$50,277	\$52,293	\$54,321	\$56,832	\$59,330	\$61,847	\$64,347	\$66,864	\$71,875	\$78,398	\$79,298	\$80,798	\$82,898
Masters + 30	\$46,606	\$48,255	\$50,277	\$52,293	\$54,321	\$56,343	\$58,845	\$61,360	\$63,865	\$66,366	\$68,869	\$73,894	\$80,459	\$81,359	\$82,859	\$84,959
Masters + 60/PhD	\$49,430	\$50,277	\$52,293	\$54,321	\$56,343	\$58,365	\$60,871	\$63,383	\$65,887	\$68,396	\$70,893	\$76,135	\$83,084	\$83,984	\$85,484	\$87,584

**Assumption:**  
 Salary Increase in FY 2007 6.00%

John Musso  
 Chief Financial Officer

Dr. Clifford B. Janey, Ed.D.  
 Superintendent

District of Columbia Public Schools  
Washington Teachers' Union  
FY 2005-2007 Oak Hill Academy & Mentor Teacher Salary Schedule  
ET 15 Employees with a CBU of "MAA" and Service Codes of Q01, Q02, Q03, Q04, Q05, Q26, Q27, Q28, Q29, Q30, Q51, Q52, Q53, Q54, Q55

**FY 2005-2007 SALARY SCHEDULES**

	FY 2005, Effective: 10/01/04 (The first pay period)												
	Step 1	Step 2	Step 3	Step 4	Step 5	Step 6	Step 7	Step 8	Step 9	Step 10	Step 11	Step 12	Step 13
Bachelors	\$45,547	\$45,687	\$46,530	\$48,076	\$49,610	\$51,154	\$53,114	\$55,059	\$57,018	\$58,961	\$60,915	\$64,827	\$69,519
Bachelors + 15	\$46,911	\$47,580	\$48,462	\$50,000	\$51,541	\$53,086	\$55,043	\$56,997	\$58,949	\$60,906	\$62,849	\$66,769	\$73,403
Bachelors + 30/Masters	\$48,274	\$49,274	\$51,233	\$53,186	\$55,134	\$57,093	\$59,506	\$61,932	\$64,364	\$66,779	\$68,574	\$74,051	\$80,353
Masters + 30	\$49,640	\$51,233	\$53,186	\$55,134	\$57,093	\$59,046	\$61,463	\$63,893	\$66,314	\$68,729	\$71,147	\$76,002	\$82,345
Masters + 60/PHD	\$52,368	\$53,186	\$55,134	\$57,093	\$59,046	\$61,002	\$63,421	\$65,847	\$68,266	\$70,690	\$73,102	\$78,167	\$84,879

	FY 2006, Effective: 10/01/05 (The first pay period)												
	Step 1	Step 2	Step 3	Step 4	Step 5	Step 6	Step 7	Step 8	Step 9	Step 10	Step 11	Step 12	Step 13
Bachelors	\$47,369	\$47,514	\$48,391	\$49,999	\$51,594	\$53,200	\$55,239	\$57,261	\$59,299	\$61,319	\$63,352	\$67,420	\$72,300
Bachelors + 15	\$48,787	\$49,483	\$50,400	\$52,000	\$53,603	\$55,207	\$57,245	\$59,277	\$61,307	\$63,342	\$65,363	\$69,440	\$76,339
Bachelors + 30/Masters	\$50,205	\$51,245	\$53,282	\$55,313	\$57,339	\$59,377	\$61,886	\$64,409	\$66,939	\$69,450	\$71,317	\$77,013	\$83,567
Masters + 30	\$51,626	\$53,282	\$55,313	\$57,339	\$59,377	\$61,408	\$63,922	\$66,449	\$68,967	\$71,478	\$73,993	\$79,042	\$85,639
Masters + 60/PHD	\$54,463	\$55,313	\$57,339	\$59,377	\$61,408	\$63,442	\$65,958	\$68,481	\$70,997	\$73,518	\$76,026	\$81,294	\$88,274

**Assumption:**  
Salary Increase in FY 2006 4.00%

	FY 2007, Effective: 10/01/06 (The first pay period)												
	Step 1	Step 2	Step 3	Step 4	Step 5	Step 6	Step 7	Step 8	Step 9	Step 10	Step 11	Step 12	Step 13
Bachelors	\$50,211	\$50,365	\$51,295	\$52,999	\$54,690	\$56,392	\$58,553	\$60,697	\$62,837	\$64,999	\$67,153	\$71,465	\$76,638
Bachelors + 15	\$51,715	\$52,452	\$53,425	\$55,120	\$56,819	\$58,522	\$60,679	\$62,833	\$64,985	\$67,143	\$69,285	\$73,606	\$80,919
Bachelors + 30/Masters	\$53,217	\$54,320	\$56,479	\$58,632	\$60,780	\$62,939	\$65,599	\$68,274	\$70,955	\$73,617	\$75,596	\$81,634	\$88,581
Masters + 30	\$54,723	\$56,479	\$58,632	\$60,780	\$62,939	\$65,092	\$67,757	\$70,436	\$73,105	\$75,767	\$78,432	\$83,785	\$90,777
Masters + 60/PHD	\$57,730	\$58,632	\$60,780	\$62,939	\$65,092	\$67,249	\$69,915	\$72,590	\$75,256	\$77,929	\$80,588	\$86,171	\$93,571

**Assumption:**  
Salary Increase in FY 2007 6.00%

	LONGEVITY PLACEMENTS		
	1	2	3
17-18 YRS	Service	19-20 YRS	21 + YRS
	N/A	N/A	Service
	N/A	N/A	N/A
	N/A	N/A	N/A
	\$89,481	\$90,981	\$93,081
	\$91,677	\$93,177	\$95,277
	\$94,471	\$95,971	\$98,071

John Musso  
Chief Financial Officer

Dr. Clifford B. Janey, Ed.D.  
Superintendent