

WTU-DCPS TENTATIVE AGREEMENT

The Parties, by their duly authorized representatives, hereby agree to this Tentative Agreement, regarding Articles 2, 17, 23, 24, 36, 37 of the Parties' collective bargaining agreement, and further agree that all other articles in the contract, including provisions from the aforementioned articles that are not specifically noted in this document, shall remain status quo. This Tentative Agreement is subject to ratification by the WTU membership and approval by the D.C. Council.

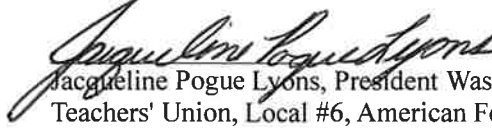
FOR THE DISTRICT OF COLUMBIA
PUBLIC SCHOOLS



Lewis D. Ferebee, Ed. D., Chancellor
DC Public Schools

10/11/24
Date

FOR WASHINGTON TEACHERS' UNION,
LOCAL #6, AMERICAN FEDERATION OF
TEACHERS, AFL-CIO



Jacqueline Pogue Lyons, President Washington
Teachers' Union, Local #6, American Federation
of Teachers, AFL-CIO

October 11, 2024
Date

TENTATIVE AGREEMENT - ARTICLE 2

2.6 Professional Development Days

2.6.1 DCPS shall provide a minimum of nine (9) non-instructional days for professional development during the 2025-2026 school year.

2.6.2 DCPS shall continue to provide a minimum of nine (9) non-instructional days for professional development during the duration of this CBA, in a manner determined by DCPS, but in consultation with the WTU.

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TENTATIVE AGREEMENT - ARTICLE 17

17.1.12 WTU Leave "Banks"

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17.1.12.2 Teachers shall have the right to donate one (1) day of their sick leave per year to the "Sick Leave Bank." In addition, starting in school year 2025-2026, DCPS agrees to deposit sick leave hours as necessary to maintain a minimum balance of 10,000 hours of leave in WTU's Sick Leave Bank by October 1 of each school year, provided WTU certifies the Sick Leave Bank balance at the beginning of the school year. DCPS and WTU will collaborate to modify any existing policy or guidelines to the extent necessary to effectuate this provision.

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17.1.12.6 Teachers shall not be required to exhaust all their accrued sick leave days and may instead retain up to ten sick leave days in their accrued sick leave balance, before being eligible to use the Maternity/Paternity Leave Bank, provided they are otherwise eligible to use the Maternity/Paternity Leave Bank. DCPS and WTU will collaborate to modify any existing policy or guidelines to the extent necessary to effectuate this provision. DCPS agrees to this proposal to the extent WTU agrees to move their Maternity/Paternity Leave Bank to PeopleSoft to allow for accurate auditing and tracking. This provision will not take effect until the Maternity/Paternity Leave Bank is active and visible in the District PeopleSoft system.

17.11 Wellness Days

Beginning in school year 2025-2026, DCPS shall provide one Wellness Day and two half-day Wellness Days for all Teachers per school year, without extending the work year as specified in Article 23.1. Wellness Days are paid days on which school is closed for Teachers and students.

TENTATIVE AGREEMENT - ARTICLE 23

23.7 Lunch Period

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23.7.2 Elementary Schools

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23.7.2.2 DCPS agrees to study the issue of school lunches to the extent the Union asserts there is inequity between Teachers at elementary schools and other DCPS Teachers.

23.8 Thirty-Minute Morning Block

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23.8.5 Four of the Morning Blocks each week are reserved for Teacher-initiated planning. All Teacher-initiated Morning Blocks shall be consistent with the requirements of a School's, restructuring program, intervention model, or instructional strategy. The Morning Blocks shall be used only for the following purposes:

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deletion of current 23.8.7, which reads: "The Parties agree to provide training on collaborative planning to Teachers and Supervisors."

23.17 Class Coverage

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23.17.3 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. For ESL, special education, and teachers in a co-teaching arrangement, Teachers may be required to leave their assignment to cover classes on a per-period rotation basis.

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23.17.6 ESL Teachers, Special Education Teachers, and Co-Teachers

23.17.6.1 When an ESL Teacher, Special Education Teacher, or Co-Teacher is required to provide instructional coverage for an absent Teacher's class, they shall receive additional compensation equal to three (3) hours of Administrative Premium per day of coverage.

23.17.6.2 In instances where an ESL, Special Education, or Co-Teacher is reassigned to provide coverage in a different classroom, leading to a reduction in instructional support within their originally assigned

classroom, the Teacher impacted by this reassignment shall also be eligible for additional compensation equal to three (3) hours of Administrative Premium per day of coverage.

23.17.6.3 When an ESL Teacher, Special Education Teacher, or Co-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 receive compensation using Administrative Premium.

TENTATIVE AGREEMENT - ARTICLE 24

24.3 Related Service Providers (School Social Workers, School Psychologists, Speech/Language Pathologists and Psychiatric Social Workers)

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24.3.11 Assignment of workload to related service providers shall be done in an equitable manner to ensure that responsibilities are fairly distributed to avoid undue burden on any individual service provider. In cases where disputes arise concerning the equity of workload assignments among service providers, the Office of Teaching and Learning will review and resolve each matter on a case-by-case basis.

24.3.11.1 Workload refers to all activities required and performed by school based RSPs. RSP workloads include considerable time for face-to-face direct services to students, assessments, and consultations. Workloads also include many other activities necessary to support students' education programs, implement best practices for related service providers and ensure compliance with IDEA and other mandates.

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24.7 Athletic Trainers

24.7.1. DCPS hereby recognizes WTU as the sole, and exclusive, representative for the purposes of negotiating all matters related to rates of pay, wages, benefits, hours of employment, and working conditions for employees of DCPS classified as Athletic Trainers.

24.7.2. The basic school year for the ET15 /11 month Athletic Trainers will be 210 days, including all days worked by the Athletic Trainer, such as Saturdays, Sundays, and holidays.

24.7.3. The school year shall start no earlier than August 1, or the first regular school day (Monday – Friday) after August 1, and end no later than the last day of the traditional school year for ET-15/11 month teachers or when an Athletic Trainer has reported to work for 210 days, whichever comes first.

24.7.4. Days 1 and 2 of the Athletic Trainer school year shall be reserved for Athletic Trainers to plan and prepare. Practices may not be held during these days.

24.7.5. Holidays are those days designated by the school year calendar, DCPS, the D.C. Code, and D.C. government, and all weekend days before or after a holiday.

24.7.6. DCPS shall provide a written list of Saturday, Sunday and holiday workdays to Athletic Trainers by: August 1st for the fall sports season, November 1st for the winter sports season, and February 1st for the spring sports season. The maximum required Saturday workdays is nine (9) per Athletic Trainer per school year.

24.7.7. Athletic Trainers are entitled to all holidays, vacation days, and non-regular workdays (Saturdays and Sundays) off. If DCPS requires Athletic Trainers to work on holidays, Saturdays, or Sundays, or in excess of 37.5 hours per week, it shall pay them in accordance with the premium pay provisions below

24.7.8. The basic work day for Athletic Trainers will be a 7.5-hour day, Monday through Friday, with Saturday obligations as provided in this Article.

24.7.9. Holiday pay shall be one and one half (1 ½) times the daily salary amount of pay. The daily salary amount shall be calculated by dividing an individual's annual salary by the number of contract days responsible for work.

24.7.10. If required to cover athletic events scheduled on Saturdays or Sundays, Athletic Trainers shall be paid, for hours worked, at 1 ½ times their ET-15/ 11 pay scale hourly rate.

24.7.11. Athletic Trainers shall be provided with a duty-free meal period each day of no less than 45 minutes and no more than 60 minutes.

24.7.12. FTE Athletic Trainers assigned to the high schools will be ET15/11 month employees.

24.7.13. FTE Athletic Trainers assigned to middle schools will be ET 15/10 month employees.

24.7.14. Each Athletic Trainer shall be provided with the resources necessary to carry out the job duties assigned by DCPS, including:

24.7.14.1. Automated external defibrillators (AEDs) and Stop the Bleed kits, or comparable resources, shall be made available and readily accessible within three minutes of all spaces where athletic events and/or practices are held. As these activities may occur simultaneously, multiples of these items may be required. Each athletic trainer will have an AED and Stop the Bleed kit, or equivalent resources as determined by DCPS.

24.7.14.2. Each Athletic Trainer shall be provided access to an Athletic Training Room, a direct line telephone, internet access, a computer, a cellular telephone, sink with running water, and functioning ice machines, or comparable resources, as permitted by the existing physical facility design, in accordance with industry standards.

24.7.15. Athletic Trainers are entitled to attend professional development sessions on the Professional Development days designated by DCPS for staff. Athletic Trainers who would like to take additional professional development during their tour of duty must be approved in writing at least one week in advance of the training.

24.7.16. DCPS shall not require an Athletic Trainer to provide services in any building, institution, or area if there is a reasonable belief that the physical wellbeing of the Athletic Trainer

is threatened, the place is unsafe, or conditions present safety concerns that would be remedied by leaving that location. The School Emergency Response Plan and Management Guide established by DCPS shall be followed.

24.7.17. Supplies for startup of Fall sports shall be ordered and received by Athletic Trainers no later than September 30 of each school year.

24.7.18. Except as provided above, Athletic Trainers shall have the same rights and privileges under the CBA as other ET-15/11 employees covered by the CBA.

TENTATIVE AGREEMENT - ARTICLE 36

36.2. Base Salary Increases

36.2.1. DCPS shall provide the following base salary raises for the following years:

FY2025	FY2026	FY2027	FY2028
2%	3%	3%	4%

36.2.2. The 2024-2025 raise shall be implemented within 120 days of approval by the Council of the District of Columbia, and the raise paid retroactively to October 1, 2024, to all DCPS employees who are members of the WTU bargaining unit upon approval of this Agreement by the DC Council, all WTU bargaining unit members who retired during the 2024-2025 fiscal year, and the estates of all WTU bargaining unit members who died during the 2024-2025 fiscal year, in accordance with D.C. Official Code 1-611.06(d).

36.2.3. For the 2023-2024 fiscal year, all DCPS employees who were members of the WTU bargaining unit shall be paid retroactively a bonus of 4.0%. The Agency shall pay the bonus within 120 days of approval by the Council of the District of Columbia of this agreement to all DCPS employees who were members of the WTU bargaining unit during the 2023-2024 fiscal year, and the estates of all DCPS employees who were members of the WTU bargaining unit during the 2023-2024 fiscal year but who have since died.

TENTATIVE AGREEMENT - ARTICLE 37

37.2. Optical Plan

37.2.1. DCPS agrees to contribute the following amounts per month, per Teacher, towards an optical insurance plan to be contracted by the WTU:

	1/1/2024- 12/31/2024*	1/1/2025- 12/31/2025	1/1/2026- 12/31/2026	1/1/2027- 12/31/2027	1/1/2028- 12/31/2028
Self/Family	\$21.62	\$22.27	\$22.94	\$23.62	\$24.33

* DCPS shall pay these amounts retroactive to January 1, 2024.

37.3. Dental Plan

37.3.1. DCPS agrees to contribute the following amounts per month, per Teacher, towards a dental insurance plan to be contracted by the WTU:

	1/1/2024- 12/31/2024*	1/1/2025- 12/31/2025	1/1/2026- 12/31/2026	1/1/2027- 12/31/2027	1/1/2028- 12/31/2028
Self	\$45.87	\$48.39	\$51.05	\$53.86	\$56.82
Family	\$87.57	\$92.39	\$97.47	\$102.83	\$108.48

* DCPS shall pay these amounts retroactive to January 1, 2024.

37.4. Legal Services Plan

37.4.1. DCPS agrees to contribute the following amounts biweekly, per Teacher, towards a legal insurance plan to be contracted by the WTU:

FY2024	FY2025	FY2026	FY2027	FY2028
10/1/2023- 9/30/2024*	10/1/2024- 9/30/2025**	10/1/2025- 9/30/2026	10/1/2026- 9/30/2027	10/1/2027- 9/30/2028
\$18.25	\$19.75	\$20.75	\$21.75	\$22.75

* DCPS shall pay these amounts retroactive to October 1, 2023.

** DCPS shall pay these amounts retroactive to October 1, 2024.

37.5. DCPS will provide contributions for optical, dental, and legal services in such a way that does not reduce the benefits available to bargaining unit members.