MURIEL BOWSER
MAYOR

This is a revised letter to reflect a misprint in the original letter dated January 20, 2023

January 27, 2023

The Honorable Phil Mendelson
Chairman, Council of the District of Columbia
John A. Wilson Building
1350 Pennsylvania Avenue, NW, Suite 504
Washington, DC 20004

Dear Chairman Mendelson:

Enclosed for consideration and approval by the Council of the District of Columbia is a proposed resolution entitled "Compensation and Working Conditions Agreement between the District of Columbia Public Schools and the Washington Teachers' Union, Local #6 of the American Federal of Teachers Approval Resolution of 2023."

This resolution will approve a collective bargaining agreement between the District of Columbia Public Schools and the Washington Teachers' Union, Local #6 of the American Federal of Teachers. The agreement provides for a wage increase of 2.0% for FY 2020, 2.5% for FY 2021, 3.5% for FY 2022, and 4% for FY 2023.

In addition, for the 2022-2023 school year, all DCPS employees who are members of the WTU bargaining unit will receive a retention bonus of 4.0%. The agreement also provides WTU bargaining unit members in "hard to fill" positions with a $1,500 retention bonus and, for members performing key duties a $1,500 annual stipend in the 2022-2023 and 2023-2024 school years.

Further, the agreement increases administrative premium pay and provides each teacher with funds for the purchase of start-up instructional supplies, among other benefits.

I urge the Council's prompt and favorable consideration of this legislation. If you have any questions regarding the legislation, please contact me or E. Lindsey Maxwell II, Director, Office of Labor Relations and Collective Bargaining, at (202) 724-4953.

Sincerely,

Muriel Bowser

MURIEL BOWSER
MAYOR

January 20, 2023

The Honorable Phil Mendelson
Chairman, Council of the District of Columbia
John A. Wilson Building
1350 Pennsylvania Avenue, NW, Suite 504
Washington, DC 20004

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In addition, for the 2022-2023 school year, all DCPS employees who are members of the WTU bargaining unit will receive a retention bonus of 4.0%. The agreement also provides WTU bargaining unit members in "hard to fill" positions with a $1,500 retention bonus and, for members performing key duties a $1,500 annual stipend in the 2022-2023 and 2023-2024 school years.

Further, the agreement increases administrative premium pay and provides each teacher with funds for the purchase of start-up instructional supplies, among other benefits.

I urge the Council's prompt and favorable consideration of this legislation. If you have any questions regarding the legislation, please contact me or E. Lindsey Maxwell II, Director, Office of Labor Relations and Collective Bargaining, at (202) 724-4953.

Sincerely,

Muriel Bowser

Chairman Phil Mendelson
at the request of the Mayor

A PROPOSED RESOLUTION

IN THE COUNCIL OF THE DISTRICT OF COLUMBIA

To approve the negotiated compensation collective bargaining agreement submitted by the Mayor for employees of the District of Columbia Public Schools, who are represented by the Washington Teachers' Union, Local #6 of the American Federal of Teachers.

RESOLVED, BY THE COUNCIL OF THE DISTRICT OF COLUMBIA, That this resolution may be cited as the "Compensation and Working Conditions Agreement between the District of Columbia Public Schools and the Washington Teachers' Union, Local #6 of the American Federal of Teachers Approval Resolution of 2023".

Sec. 2. Pursuant to section 1717(j) of the District of Columbia Government Comprehensive Merit Personnel Act of 1978, effective March 3, 1979 (D.C. Law 2-139; D.C. Official Code § 1-617.17(j)), the Council approves the collective bargaining agreement between the District of Columbia Public Schools and the Washington Teachers' Union, Local #6 of the American Federal of Teachers, and the associated pay schedules, which were transmitted to the Council by the Mayor on January 20, 2023.

Sec. 3. Transmittal.

The Council shall transmit a copy of this resolution, upon its adoption to the Washington Teachers' Union, Local #6 of the American Federal of Teachers, and the Mayor.

Sec. 4. Fiscal impact statement.

The Council adopts the fiscal impact statement of the Chief Financial Officer as the fiscal impact statement required by section 4a of the General Legislative Procedures

39 Act of 1975, approved October 16, 2006 (120 Stat. 2038; D.C. Official Code § 1-
40 301.47a).
41 Sec. 5. Effective date.
42 This resolution shall take effect immediately.

GOVERNMENT OF THE DISTRICT OF COLUMBIA
Office of the Attorney General

ATTORNEY GENERAL
KARL A. RACINE

Personnel, Labor and Employment Division
Personnel and Labor Relations Section

MEMORANDUM

TO: **E. Lindsey Maxwell, II, Director**
Office of Labor Relations and Collective Bargaining

FROM: **Andrea G. Comentale** AGC
Chief, Personnel and Labor Relations Section

DATE: **December 12, 2022**

SUBJECT: **Legal Sufficiency Review of the Compensation and Working Conditions Collective Bargaining Agreement between District of Columbia Public Schools and the Washington Teachers' Union Local #6 of the American Federation of Teachers**

You have requested a legal sufficiency review of the Compensation and Working Conditions Collective Bargaining Agreement between the District of Columbia Public Schools (DCPS) and the Washington Teachers' Union Local #6 of the American Federation of Teachers (WTU) ("Compensation & Working Conditions CBA") covering certain employees of DCPS for which WTU is the certified exclusive bargaining representative. The Compensation and Working Conditions CBA represents the terms agreed upon by the parties regarding compensation and working conditions and is effective through September 30, 2023.

The Compensation and Working Conditions CBA has been reviewed and found to be legally sufficient. Therefore, it is recommended that the Compensation and Working Conditions CBA should be approved by the Mayor. If there are any questions regarding this matter, please contact me at 202-724-5564.

AGC/agc

GOVERNMENT OF THE DISTRICT OF COLUMBIA
OFFICE OF THE ATTORNEY GENERAL

BRIAN L. SCHWALB
ATTORNEY GENERAL

PRIVILEGED AND CONFIDENTIAL
ATTORNEY-CLIENT COMMUNICATION

LEGAL COUNSEL DIVISION

MEMORANDUM

TO: **Michael Kentoff**
Attorney Advisor
District of Columbia Office of Labor Relations and Collective Bargaining
Executive Office of the Mayor

FROM: **Megan D. Browder** MDB
Deputy Attorney General
Legal Counsel Division

DATE: **January 16, 2023**

SUBJECT: **Legal Sufficiency Review of the "Compensation and Working Conditions Agreement between the District of Columbia Public Schools and the Washington Teachers' Union, Local #6 of the American Federal of Teachers Approval of 2023" (AE-23-051)**

This responds to your request that the Office of the Attorney General (the "Office") conduct an expedited legal sufficiency review of the "Compensation and Working Conditions Agreement between the District of Columbia Public Schools and the Washington Teachers' Union, Local #6, of the American Federal of Teachers Approval of 2023" ("Resolution")

Pursuant to section 1717(j) of the District of Columbia Government Comprehensive Merit Personnel Act of 1978, effective March 3, 1979 (D.C. Law 2-139; D.C. Official Code § 1-617.17(j)), the Resolution provides for approval by the Council of the District of Columbia, of the compensation and working conditions agreement and related pay schedules negotiated through collective bargaining between the District of Columbia Public Schools and the Washington Teachers' Union, Local #6 of the American Federal of Teachers, that were transmitted to the Council for approval.

We have reviewed the Resolution and found it to be legally sufficient.[1] Attached is a legal sufficiency certificate to be forwarded along with the legislation. You should enclose the attached certificate, the

[1] This Office has not reviewed the underlying Compensation Agreement and offers no opinion as to its legal sufficiency.

Mayor's transmittal letter, and a Fiscal Impact Statement prepared by the Chief Financial Officer when you forward your legislative package to the Office of Policy and Legislative Affairs.

If you have any questions about these comments, please contact Carol Paskin Epstein, Senior Assistant Attorney General, Legal Counsel Division, at (202) 724-5536, or me at (202) 724-5524.

MDB/cpe

Attachments

GOVERNMENT OF THE DISTRICT OF COLUMBIA
OFFICE OF THE ATTORNEY GENERAL

BRIAN L. SCHWALB
ATTORNEY GENERAL

LEGAL COUNSEL DIVISION

MEMORANDUM

TO: **Beverly L. Perry**
Senior Advisor
Office of Policy and Legislative Affairs

FROM: **Megan D. Browder**
Deputy Attorney General
Legal Counsel Division

DATE: **January 16, 2023**

SUBJECT: **Legal Sufficiency Review of the "Compensation and Working Conditions Agreement between the District of Columbia Public Schools and the Washington Teachers' Union, Local #6 of the American Federal of Teachers Approval Resolution of 2023"**
(AE-23-051)

This is to Certify that **this Office has reviewed the above-referenced resolution and that we have found it to be legally sufficient. If you have any questions in this regard, please do not hesitate to call me at (202) 724-5524.**

Megan D. Browder

Government of the District of Columbia
Office of the Chief Financial Officer

Glen Lee
Chief Financial Officer

MEMORANDUM

TO:	**The Honorable Phil Mendelson** **Chairman, Council of the District of Columbia**
FROM:	**Glen Lee** **Chief Financial Officer**
DATE:	**January 13, 2023**
SUBJECT:	**Fiscal Impact Statement – Compensation and Working Conditions Agreement between the District of Columbia Public Schools and the Washington Teachers' Union, Local #6 of the American Federation of Teachers Approval Resolution of 2023**
REFERENCE:	**Draft resolution as provided to the Office of Revenue Analysis on January 12, 2023**

Conclusion

Funds are sufficient in the fiscal year 2023 through fiscal year 2026 budget and financial plan to implement the resolution.

The resolution will approve pay increases and other compensation that will cost the District of Columbia Public Schools (DCPS) approximately $171 million in fiscal year 2023 and a total of approximately $449 million from fiscal year 2023 through fiscal year 2026. To fund this cost, DCPS requires additional funding of $148 million in fiscal year 2023 and a total of $346 million from fiscal year 2023 through fiscal year 2026. This funding is available from the Workforce Investments Fund and the American Recovery Plan Act (ARPA).

Background

The resolution approves a working conditions and compensation agreement between DCPS and the Washington Teachers' Union (WTU), Local #6 of the American Federation of Teachers. It is in effect from October 1, 2019 through September 30, 2023. The agreement covers approximately 5,580 DCPS teachers, social workers, therapists, coaches, and other school personnel with an average salary of approximately $91,200.

Increases to Base Salary and Retention Bonus

Bargaining unit members will receive the following increases to base salary, effective October 1 of each of the following years:

- 2.0 percent in fiscal year 2020;
- 2.5 percent in fiscal year 2021;
- 3.5 percent in fiscal year 2022; and
- 4.0 percent in fiscal year 2023.

Retroactive payments will be made to current bargaining unit members as well as those who died or retired during the 2019 through 2022 school years.

Additionally, current members will receive a 4 percent retention bonus in fiscal year 2023 on top of the base salary increases.

Additional Pay

In addition to increases in base pay, members will be eligible for several types of additional pay that are either newly created by the contract or increased by the contract:

- "Hard to fill" positions retention bonus – a new type of pay that will give $1,500 per year in school years 2022 through 2023 and 2023 through 2024 to members in "hard to fill" positions. Hard to fill positions are defined as Social Worker, Psychologist, Special Education, Math/Science, World Languages, Speech Pathologist, Occupational Therapist, Physical Therapist, and ESL/ESL Itinerant.

- Stipends for Special Education Designees, Local Education Agencies Representatives, and Case Managers – members in these positions will receive a stipend of $1,500 per year in school years 2022 through 2023 and 2023 through 2024 for managing specialized duties related to legal compliance and service delivery. This stipend is new.

- Administrative Premium Pay – will be increased from $40 per hour to $60 per hour starting in the 2022 through 2023 school year. Administrative premium pay is given for summer school, Saturday school, after-school programs, class coverage, and other eligible activities approved by the supervisor or DCPS.

- Elementary Grade Chair – a new stipend of $1,000 per year for elementary grade chairs starting in school year 2022 through 2023.

- Teacher and Athletic Trainer start-up allocation – the contract increases the start-up allocation for instructional supplies from $200 to $250 a year.

Benefits

The contract increases members' optical, dental, and legal benefits by the following amounts:

- Optical: In calendar years 2022 and 2023 DCPS will contribute $20.59 per month, and in 2024 DCPS will contribute $21.62 per month. Currently DCPS contributes $18.68 per month.

- Dental (self): In calendar years 2022, 2023, and 2024, DCPS will contribute $41.22, $43.69, and $45.87 per month, respectively. Currently DCPS contributes $36.30 per month.

- Dental (family): In calendar years 2022, 2023, and 2024, DCPS will contribute $82.45, $83.40, $87.57 per month, respectively. Currently DCPS contributes $72.60 per month.

- Legal: In fiscal years 2022, 2023, and 2024, DCPS will contribute $16.50, $17.50, and $18.25 biweekly, respectively. Currently DCPS contributes $13.50 biweekly.

No other provisions in the agreement have a fiscal impact.

Financial Plan Impact

Funds are sufficient in the fiscal year 2023 through fiscal year 2026 budget and financial plan to implement the resolution.

The resolution will approve pay increases and other compensation that will cost DCPS approximately $171 million in fiscal year 2023 and a total of approximately $449 million from fiscal year 2023 through fiscal year 2026. To fund this cost, DCPS requires additional funding of $148 million in fiscal year 2023 and a total of $346 million from fiscal year 2023 through fiscal year 2026. This funding is available from the Workforce Investments Fund and ARPA.

The majority of the cost of the agreement comes from the increases to base pay, which will total $126 million in fiscal year 2023 (including retroactive amounts due for fiscal years 2020, 2021, and 2022[1]), and $378 million over the four-year budget and financial plan. The 4 percent bonus due at the beginning of fiscal year 2023 will cost nearly $23 million.

Additional pay, in the form of bonuses for hard to fill positions, stipends, and premiums for additional duties, will be given to large numbers of teachers, and will total $17 million in fiscal year 2023 (including retroactive amounts) and $35 million over the four-year budget and financial plan. Our estimate of how many teachers will be given each form of pay is based on position and pay data from the Department of Human Resources (DCHR) and DCPS, as well as data from the Office of the State Superintendent of Education on school and grade counts. Our assumptions for these estimates are in the table below.

Increases in optical, dental, and legal benefits, and additional costs from the Medicare tax, will total approximately $4 million in fiscal year 2023 (including retroactive amounts) and $13 million over the four-year budget and financial plan.

[1] We estimate that the number of teachers owed retroactive payments are 3,729 teachers employed since at least school year 2019 through 2020, 428 teachers employed since school year 2020 through 2021, 585 teachers employed since school year 2021 through 2022, 190 teachers who retired during the 2019 through 2022 school years, and 14 teachers who died during the 2019 through 2022 school years.

Pension payments due to union members upon retirement will increase due to the pay increases (excluding pay that is non-pensionable, such as the stipends for elementary grade chairs). Annual increases in pension payments are calculated in the actuarial valuation done for the District of Columbia Retirement Board and are based on assumptions of inflation, payroll growth, increases in pay based on years of service, and other factors.[2] The actuarial valuation, which is published annually, will be updated to include the terms of the new agreement, and any required increases to annual contributions must be reflected in the fiscal year 2024 through fiscal year 2027 proposed budget and financial plan.

Cost of the Compensation and Working Conditions Agreement between District of Columbia Public Schools and the Washington Teachers' Union, Effective FY 2020 - FY 2023 ($ in thousands)

	FY 2023[(a)]	FY 2024[(b)]	FY 2025[(c)]	FY 2026[(d)]	Four-Year Total
Base Salary Increases	$126,008	$73,812	$84,008	$94,382	$378,212
4% Bonus in FY 2023	$22,904	$0	$0	$0	$22,904
Additional Pay[(e)]	$17,315	$5,823	$5,823	$5,823	$34,783
Benefits[(f)]	$4,383	$2,707	$2,926	$3,076	$13,092
TOTAL COST	**$170,610**	**$82,343**	**$92,757**	**$103,281**	**$448,991**
Local Portion of Total Cost[(g)]	$170,195	$81,766	$92,107	$102,558	$446,627
Funding available in DCPS FY 2023 Budget and Financial Plan[(h)]	($22,125)	($24,062)	($26,004)	($27,954)	($100,145)
COST FUNDED BY WORKFORCE INVESTMENTS AND ARPA	**$148,070**	**$57,705**	**$66,103**	**$74,605**	**$346,482**

Table Notes

(a) Includes retroactive amounts due for FY 2020, FY 2021, and FY 2022. Retroactive pay raises are due to teachers currently employed who were also employed during prior contract years as well as teachers who died or retired during school years 2019 through 2020 and 2021 through 2022.

(b) Assumes salaries increase by 1.75 percent.

(c) Assumes salaries increase by 1.75 percent.

(d) Assumes salaries increase by 1.75 percent.

(e) Includes pay for hard to fill positions (2,220 personnel paid $1,500), specialized duty stipend (1,115 personnel paid $1,500), elementary grade chairs (643 personnel paid $1,000), teacher and athletic trainer start-up allocation (5,580 personnel with a $50 increase in allocation), and administrative premium pay (a $20 increase on a combined total of 245,036 hours of work). The timing of each type of pay over the duration of the contract varies based on contract language.

(Notes are continued on following page)

[2] See https://dcrb.dc.gov/service/actuarial-valuations

(f) Includes increases in optical, dental, and legal benefits as well as a 1.45 percent Medicare tax on the base pay increases and bonus.
(g) 99.3 percent of teacher salaries are paid for with local funds. We assume non-local fund sources will be applied to the cost of the agreement for current and future costs but not retroactive costs.
(h) Includes the increases of 0.3 percent for salary and fringe benefits that are built into the FY 2024 through FY 2026 financial plan for DCPS and $22.125 million a year that DCPS is able to absorb.

COLLECTIVE BARGAINING AGREEMENT

BETWEEN

THE WASHINGTON TEACHERS' UNION

LOCAL #6 OF THE AMERICAN FEDERATION OF TEACHERS

AND

THE DISTRICT OF COLUMBIA PUBLIC SCHOOLS

OCTOBER 1, 2020 – SEPTEMBER 30, 2023

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PREAMBLE

Enhanced student achievement based upon high standards and expectations must be the driving force behind every activity of the Washington Teachers' Union (WTU) and the District of Columbia Public Schools (DCPS). To accomplish this, we must reinvent schools so that decision- making is shared by those closest to students, including parents, teachers, administrators, and other stakeholders. Layers of bureaucratic impediments must be peeled away so that transparency, flexibility, creativity, entrepreneurship, trust, and risk-taking become the new reality of our schools.

To this end, the WTU and DCPS mutually agree to use this Agreement as a powerful vehicle to achieve the overarching goal of increased student achievement for all children in the school system. Along with other partners, we will collaboratively redesign and improve our schools. We must challenge ourselves each day to improve student learning, based upon academic rigor, necessary supports, newfound flexibility, meaningful assessments, and true accountability. Roles and responsibilities of parents, staff, and other partners must be defined. The standards to which we hold our students must never be lower than those we hold for our own children. To accomplish this, we must focus on both the depth and breadth of each proposed instructional and operational change. And each change must be designed to support children and their teachers, whom we expect to meet rigorous standards.

Change must be service-oriented, supportive, and sufficiently flexible so that each school's educational vision can become a reality. It must be practical, efficient, and timely. Respect for each other and for every student must be unconditional if we are to accomplish what we must.

DEFINITIONS

AGREEMENT. This contract between the District of Columbia Public Schools (DCPS) and the Washington Teachers' Union (referred to herein as either the WTU or the Union).

BUILDING REPRESENTATIVE. An elected representative for the WTU, or a WTU designee in each School, who shall serve as chairperson of the School Chapter Advisory Committee.

CHANCELLOR. The chief executive officer of the District of Columbia Public Schools as designated pursuant to D.C. Code § 38-174.

COLLABORATION. For the purposes of this Agreement, collaboration means extensive and meaningful consultation.

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

DCPS. The District of Columbia Public Schools, an agency of the District of Columbia.
EXCESS. An excess is an elimination of a Teacher's position at a particular school due to a decline in student enrollment, a reduction in the local school budget, a closing or consolidation, a restructuring, or a change in the local school program, when such an elimination is not a 'reduction in force' (RIF) or 'abolishment.'

EVALUATION PROCESS. The evaluation process refers to the procedures set forth in the District of Columbia Schools Effectiveness Assessment System for School-Based Personnel.

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

FULL RETIREMENT BENEFITS. Those benefits that retiring Teachers would be entitled to with 30 years of service and at least 55 years of age, as defined by the District of Columbia Retirement Board (DCRB)(except where provided for under 4.5, Performance-Based Excessing)

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

JOINT COMMITTEE. A committee consisting of an equal number of representatives from DCPS and the WTU to be co-chaired by the Chancellor (or her/his designee) and the WTU President (or her/his designee).

LOCAL SCHOOL ADVISORY TEAM (LSAT). A consensus group of local school stakeholders (e.g., administrators, Teachers, WTU representatives, students, parents/guardians, community

members, etc.), who are elected or appointed to advise the Supervisor on matters of local school policy, and which shall operate under the guidelines established in the Planning Guide for LSATs (to be developed jointly by DCPS and the WTU).

MENTOR TEACHERS. Teachers who have been released from the classroom on a full-time basis to mentor new Teachers to DCPS.

PARTIES. The District of Columbia Public Schools (DCPS) and the Washington Teachers' WTU (WTU).

SCHOOL. Any work location to which a Teacher is assigned; a group of two (2) or more work locations where students are taught under the direction of a single Supervisor (e.g., a cluster); a group of Teachers of a single discipline who function at multiple locations under the direction of a single Supervisor (e.g., individual service provider groups, athletic trainers); and a group of Teachers of varied disciplines who function at multiple locations under the direction of a single Supervisor (e.g., mentor teachers, visiting instruction service teachers).

SCHOOL CHAPTER: The group of full dues paying members of the WTU who serve at a particular School.

SCHOOL CHAPTER ADVISORY COMMITTEE (SCAC). A committee consisting of not more than seven (7) full dues paying members of the Washington Teachers' Union in each School that shall advise the Supervisor on all matters related to the implementation of this Agreement.

SCHOOL DAYS. Days on which Teachers are contractually obligated to report to work.

SCHOOL PERSONNEL COMMITTEE. Each School will have a School Personnel Committee that will interview and recommend all candidates for any vacant positions at the school. The Personnel Committee will include: the administrator or his/her designee; the WTU Building Representative or his/her designee; the department head or grade level chairperson (or his/her designee) from the department or grade level affected by the vacancy, or a member of the appropriate non-Teacher employee group (e.g., custodians, paraprofessionals); at least one additional Teacher, but not more than four (4), elected by the WTU chapter at the school; and a parent of a current student mutually selected by both the WTU Building Representative and the Supervisor.

SENIORITY. There are two forms of seniority: system-wide seniority and building seniority.

A. 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.

B. Building seniority is based upon the length of uninterrupted service in a particular

school or school administrative unit in a particular area of certification.

1. 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.

2. A Teacher who remains in a building and is appointed by the DCPS 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.

3. A Teacher who is appointed by the Office of Human Resources to a position outside of the WTU and receives pay for it shall lose his/her building seniority as of the effective date of appointment.

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.

STUDENT ACHIEVEMENT. Measures of student achievement may include but shall not be limited to test scores in core academic subjects. Other measures of student achievement may include portfolios, performance-based assessments, and classroom or school-created assessments.

SUPERVISOR. The administrative head of a School.

TEACHER. A member of the Washington Teachers' Union bargaining unit. This term shall apply to dues-paying members of the bargaining unit as well as "agency fee" members as defined in Article I of this Agreement.

WTU. The Washington Teachers' WTU, Local #6, American Federation of Teachers, AFL-CIO.

Note: Whenever the singular is used in this Agreement, it shall be deemed 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 1- RECOGNITION, OTHER ORGANIZATIONS, AND DUES DEDUCTION

1.1. Recognition

DCPS recognizes the WTU 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 collectively referred to in this Agreement as "Teachers."

1.2. ET Teachers' Bargaining Unit

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

POSITION TITLE	PAY PLAN/GRADE
Art Therapist	ET 15
Adaptive Physical Education Teacher	ET 15
Attendance Officer	ET 15
Athletic Trainer	ET 15/11
Audio Visual Coordinator	ET 15
Audiologist	ET 15 & ET 15/12
Counselor (elementary school)	ET 15
Counselor (secondary school)	ET 15 & ET15/11
Curriculum Development Specialist	ET 15
Emergency Medical Technician	ET 15 & ET 15/12
Hearing Therapist	ET 15
Instructional Coach	ET 15
Job Coordinator	ET 15
Librarian (elementary school)	ET 15
Librarian (secondary school)	ET 15
Literacy Professional Developer	ET 15
Music Therapist	ET 15
Numeracy Professional Developer	ET 15
Occupational Therapist	ET 15
Placement Counselor	ET 15
Physical Therapist	ET 15
Psychiatric Social Worker	ET 15
Reading Specialist	ET 15
School Counselor (elementary school)	ET 15
School Counselor (secondary school)	ET 15 & ET 15/11
School Librarian	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
Teacher (special education)	ET 15
Teacher (ESL)	ET 15
Teacher (ESL, Itinerant)	ET 15
Junior ROTC Instructor (holding BA)	ET 15
Mentor Teacher	ET 15/12
Incarcerated Youth Services (IYP and YSC)	ET 15/12

1.3. ET 15/12 and ET 15/11 Teachers' Bargaining Unit

1.3.1. ET 15/12 employees are those who work twelve months per year and are entitled to the same working conditions as all ET 15 bargaining unit members, except as specifically defined within this Agreement, and are paid on a special ET15/12 salary schedule.

1.3.2. ET 15/11 employees are those who work eleven months per year and are entitled to the same working conditions as all ET 15 bargaining unit members, except as specifically defined within this Agreement, and are paid on a special ET15/11 salary schedule.

1.4. EG Teachers' Bargaining Unit

1.4.1. All full-time employees who work a forty (40) hour week and fifty-two (52) weeks a year in a 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. The WTU and DCPS agree to collaborate on the conversion of EG classification bargaining unit members to ET classification immediately following the effective date of implementation of this Agreement. Only in situations where such conversions can be made without negative impact or harm to the affected Teacher, DCPS and the WTU agree to make the conversions.

1.4.2.

POSITION TITLE	PAY PLAN/GRADE

Education Technician	EG 09
Emergency Medical 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 Bachelor's)	EG 09

1.4.3. When any such personnel are serving in any capacity other than in the EG 09 job classifications above, the WTU will not represent them in that capacity unless such job classification has a community of interest with the WTU bargaining unit.

1.5. New Titles or Categories of Employees

1.5.1. During the term of this Agreement, should DCPS create a new title, classification or category of employees having a community of interest with employees in the WTU bargaining unit described herein, employees in such new title or category shall be included within the WTU bargaining unit, and upon request of the WTU the parties shall negotiate the terms and conditions of employment for such new title or category of employees. Nothing contained herein shall be construed as requiring renegotiation of the terms and conditions of employment applicable to employees in the existing WTU bargaining unit as a result of the Chancellor's reclassification of the title or category of employees in the unit. If the WTU and DCPS disagree as to whether a new title, classification, or category of employees has a community of interest with employees in the WTU bargaining unit, the parties shall request a unit clarification from the Public Employees Relations Board.

1.5.2. DCPS shall not, during the life of this Agreement, change the duties and/or responsibilities of an existing job classification without first bargaining to agreement with the WTU.

1.5.3. Within 10 school days after DCPS decides to implement new titles or classifications of employees within the community of interest, or substantially change the titles or classifications of employees within the community of interest, and at least 30 school days prior to any DCPS action to implement the decision, the Chancellor shall notify the WTU President in writing regarding such changes.

1.6. WTU Dues

1.6.1. Upon receipt of a lawfully executed written authorization from employees covered by this Agreement, DCPS agrees to process such forms to the District of Columbia Government for the deduction of the regular WTU 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 WTU shall be the only teacher organization eligible to use payroll deduction for membership dues.

1.6.2. Teachers have the right to join any teacher organization, but membership in a teacher organization shall not be required as a condition of employment.

1.6.3. In recognition that the WTU feels that employees who benefit by the Agreement should share in the costs, employees who do not pay WTU dues shall be required to remit to the WTU through payroll deduction an amount equivalent to eighty-five percent (85%) of the amount of WTU dues effective the first pay period beginning on or after the effective date as provided in the Article titled "Duration of Agreement." Such deductions shall be made only as long as the WTU 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 WTU as evidenced by payroll deduction or copies of checks submitted for payment of WTU dues by unit Teachers. The WTU shall indemnify and hold DCPS 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 DCPS as a result of dues deduction or other fees, the amount found to be improperly deducted from an employee's pay, and actually transferred to the WTU by DCPS, shall be returned to DCPS or conveyed by the WTU to the employee(s) as appropriate.

1.7. WTU Activities

1.7.1. It is expected that the investigation of grievances and other appropriate activities related to the administration of this Agreement shall be conducted outside of normal school hours or during unassigned teaching periods (periods when Teachers are not assigned students).

1.7.2. When necessary, the Supervisor shall provide appropriate time during normal school hours for the Building Representative to investigate grievances and to engage in other appropriate activities.

1.7.3. Whenever Teachers 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.

1.7.4. WTU officials shall have the right to investigate grievances and engage in other appropriate activities throughout the school system at times that do not interfere with the instructional program. The Supervisor shall afford full cooperation in such investigations and activities.

1.7.5. WTU officials, upon arrival at a School, shall inform the Supervisor or her/his designee of their presence and shall abide by the School's regular security procedures.

1.7.6. DCPS agrees to release, during normal school hours, a reasonable number of Teachers, upon request of the WTU President, for the purpose of serving on mutually agreed upon committees and participating in mutually agreed upon activities.

1.7.7. Whenever Teachers 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 DCPS, DCPS agrees to release during the year and during working hours a reasonable number of Teachers upon request of the WTU President. The President shall submit to the Chancellor for approval the names of WTU Teachers proposed for release in accordance with a predetermined schedule at least three (3) days prior to any meeting.

1.8. Local School Advisory Team (LSAT)

1.8.1. All schools shall establish a Local School Advisory Team (LSAT) and the Team shall operate under guidelines established in the Planning Guide for LSATs to be mutually developed by DCPS and the WTU. The School Chapter Advisory Council shall receive all recommendations or matters generated by the LSAT.

1.8.2. Decisions reached by the LSAT shall not change or supersede any contractual agreement, city regulations, or DCPS policies or procedures.

1.8.3. The LSAT and the principal shall collaborate to determine the composition of the School Improvement Team (SIT).

ARTICLE 2 - QUALITY EDUCATION

2.1. Full and Equal Partnership

2.1.1. With this contract, the WTU and DCPS are committed to establishing a 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.

2.1.2. To that end, we establish the Full and Equal Partnership Committee (FEP). It will consist of the Chancellor 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.

2.1.3. 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.

2.1.4. DCPS and the WTU agree that all students are entitled to a high quality education. To this end, the parties agree that all educational programs offered by DCPS and taught by Teachers must align with the Office of the State Superintendent of Education's academic standards, provide equitable opportunity, have the appropriate resources, and be comprehensive and rigorous.

2.1.5. The Parties agree that high-quality professional development is essential to the goal of ensuring that every DCPS student receives an excellent education.

2.2. Professional Development and Curriculum

2.2.1. Professional development is a critical component in supporting high quality teaching and learning. Creating a coherent system of professional supports for improving professional skills and competencies to increase student learning, including high-functioning Teacher Centers described in this Article of the Agreement, will help organize school personnel into learning communities whose goals are aligned with those of the school and district. This will require a continuum of professional development for all teachers resulting in:

2.2.1.1. A clear statement of job performance expectations;

2.2.1.2. A clear statement of support to be given to teachers;

2.2.1.3. A shared vision and philosophy of the school system;

2.2.1.4. The provision of instructional materials and classroom resources to facilitate the successful delivery of instruction;

2.2.1.5. 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

2.2.1.6. A significant impact on the social, emotional, and academic growth of each child in DCPS.

2.2.2. The WTU and DCPS 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.

2.2.3. Therefore, the parties agree to work cooperatively to develop well-articulated programs of instruction aligned to DCPS's Teaching and Learning Framework 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 for teachers and parents as 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 framework, and where deemed appropriate will be incorporated into the programs of instruction. Professional development aligned to the framework, standards, curriculum and assessments will support teachers in the continuing enhancement of their content knowledge and classroom practice.

2.2.4. DCPS and the WTU agree that matters dealing with quality education decisions are DCPS'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.

2.2.5. The SCAC, in consultation with Teachers, may develop surveys to seek information about the training of, and assistance provided to, Teachers on the topic of improving student achievement.

2.2.6. The Building Representative, after conducting such a survey, will share the results with the LSAT, staff and local school Supervisor for consideration during the professional development deliberations for local school plan policy recommendations.

2.3. Professional Development Standards

2.3.1. All professional development will be designed to meet DCPS's strategic goals, content/performance standards, Teacher needs, and is designed to improve student performance.

2.3.2. 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 DCPS as a whole.

2.3.3. Professional development programs and activities for school-based employees will be aligned to the Teaching and Learning Framework and 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.

2.3.4. 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.

2.3.5. Professional development shall be implemented as part of a comprehensive program to improve student achievement as expressed through the Teaching and Learning Framework. At the school level, for example, professional development programs should reflect school improvement planning.

2.3.6. Professional development programs shall draw on the resources and expertise of employees within schools. Programs shall also promote DCPS's partnering with the WTU, and institutions of higher education as service providers. Nothing in this article shall be construed as requiring DCPS to partner with institutions of higher education.

2.3.7. Professional development shall include the following key content areas:

2.3.7.1. Enhancing content knowledge and delivery;

2.3.7.2. Using student performance data to guide instructional improvement;

2.3.7.3. Implementing content/performance standards;

2.3.7.4. Developing lessons, units and courses of study;

2.3.7.5. Developing curriculum;

2.3.7.6. Differentiating instruction;

2.3.7.7. Assessing student progress;

2.3.7.8. Managing student behavior;

2.3.7.9. Integrating instructional technology into the learning process;

2.3.7.10. Evaluating education research, programs and materials; and

2.3.7.11. Developing leadership, collaboration, conflict resolution and team

building skills.

2.3.8. 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.

2.3.9. Professional Development shall be provided by DCPS for all Teachers during the tour of duty relating to the needs of students with disabilities, including directives, guidelines, best practices, and all applicable district and federal laws.

2.3.10. DCPS and the WTU agree that quality professional development for Teachers is essential to promoting and sustaining high quality teaching and learning in the classroom. The WTU is successfully collaborating and partnering with DCPS to provide innovative and rigorous professional development for all bargaining unit Teachers to promote student achievement. To this end, the Chancellor agrees to work with the President of the WTU to secure a facility in which to hold WTU Professional development courses and workshops at minimal or no cost to the WTU.

2.4. Programmatic Commitments

2.4.1. DCPS shall, in consultation with the WTU, develop and implement the following initiatives:

2.4.1.1. New Teacher Mentoring and Induction Program

2.4.1.1.1. The parties agree to form a joint committee consisting of the Chancellor or a designee, the President of the WTU or a designee, and 3 representatives selected by the WTU President and 3 representatives selected by the Chancellor, to develop and implement a comprehensive mentoring and induction program.

2.4.1.1.2. The joint committee shall develop and implement a mentoring and induction program by the beginning of the 2010 - 2011 school year that will:

2.4.1.1.2.1. Require the participation of all teachers within their first three years of service in DCPS.

2.4.1.1.2.2. Begin with an initial 2 or 3 days of training in classroom management and effective teaching techniques.

2.4.1.1.2.3. Offer a continuum of professional

development for all teachers.

2.4.1.1.2.4. Recruit, develop, and assign mentor teachers with the newest staff to ensure that each new Teacher is assigned a mentor.

2.4.1.1.2.5. Provide ongoing support and mentoring for all new teachers throughout the 3-year induction program.

2.4.1.1.2.6. Include a specific allocation within the DCPS budget to cover costs required for implementation and maintenance of the program for a minimum of 3 consecutive years.

2.4.1.1.3. If, after one (1) year of the program, DCPS and the WTU agree that the Induction Program is making a significant positive impact on student achievement, DCPS shall, in collaboration with the WTU, develop an expansion plan, budget permitting. If, after one (1) year of the program, DCPS and the WTU agree that the Induction Program is not making a significant positive impact on student achievement, DCPS shall, in collaboration with the WTU, develop and implement a new more effective program.

2.4.1.2. The Instructional Coach Model

2.4.1.2.1. DCPS shall, in collaboration with the WTU, implement an Instructional Coach Model, through which every DCPS School shall be provided with a full-time Instructional Coach, whose sole responsibility shall be to provide professional development in a job-embedded manner.

2.4.1.2.2. Instructional Coaches shall be formally trained and certified on the new DCPS Teaching and Learning Framework and shall have no evaluative duties and play no role in any Teacher's evaluation.

2.4.1.3. "Workshop Catalogue" Based on the DCPS Teaching and Learning Framework

2.4.1.3.1. DCPS shall develop, in collaboration with the WTU, a "Workshop Catalogue" that shall provide DCPS educators with a variety of professional development options to help develop their proficiency in the new

DCPS Teaching and Learning Framework.

2.4.1.3.2. This catalogue shall evolve over time in response to feedback from Teachers.

2.4.1.4. Professional Development Centers (also known as "Teacher Centers")

2.4.1.4.1. DCPS shall provide funding for three WTU (3) pilot Teacher Centers and a citywide support unit modeled after those established in the New York City Public Schools.

2.4.1.4.2. The Teacher Centers will be implemented beginning with the 2010-2011 school year. The WTU and DCPS will use the 2009-2010 school year for planning.

2.4.1.4.3. The Chancellor and the WTU President shall mutually select the three (3) DC Public Schools to house the WTU "Teacher Center" model and the location of the city-wide unit.

2.4.1.4.4. The project will be guided by a Teacher Center Policy Board composed of an equal number of Teachers selected by the WTU and additional Teachers selected by DCPS.

2.4.1.4.5. If, after two years of the pilot, DCPS and the WTU agree that the Teacher Centers are making a significant positive impact on student achievement, DCPS shall develop, in consultation with the WTU, an expansion plan, budget permitting.

2.4.1.5. Targeted Training Programs for Teachers in Areas of Special Emphasis

2.4.1.5.1. Upon ratification of this Agreement, DCPS shall, in collaboration with the WTU, develop Targeted Training Programs for a subgroup of educators including WTU Teachers who will provide intensive professional development and support to all Teachers starting at the beginning of each school year and not later than the beginning of the 2010-2011 school year, on the following areas of special emphasis:

2.4.1.5.1.1. Special education and inclusion;

2.4.1.5.1.2. Classroom management and Chapter 25 of

the DCMR;

2.4.1.5.1.3. The use of student data to assist in instruction;

2.4.1.5.1.4. Differentiated instruction with an emphasis on teaching diverse populations;

2.4.1.5.1.5. All instructional methodologies required by DCPS found in the Teacher evaluation system; and

2.4.1.5.1.6. The use of technology to assist in instruction and for record-keeping.

2.5. Supports for Teachers Rated Minimally Effective

2.5.1. DCPS will consult with the WTU on the development of professional development opportunities that will be made available to teachers rated as Minimally Effective.

2.6. Professional Development Days

2.6.1. DCPS shall provide a minimum of ten (10) non-instructional days for professional development during the 2009-2010 school year.

2.6.2. DCPS shall continue to provide a minimum of ten (10) non-instructional days for professional development during the 2010-2011 and 2011-2012 school years, in a manner determined by DCPS, but in consultation with the WTU.

2.6.3. Every year, DCPS shall, in consultation with the WTU, develop and implement a professional development program and calendar for all Teachers on the most relevant issues facing Teachers including, but not limited to, the new Teaching and Learning Framework which is the basis of the new Educator Evaluation System. The professional development program will be developed and begin implementation by September 15th of each school year.

2.7. Joint Training

2.7.1. The Parties shall jointly develop and conduct two mandatory trainings on the content of this Agreement.

2.7.2. One training shall be a joint training for Supervisors and Building Representatives. This training shall be a minimum of three (3) hours in duration. This training shall be held in August of each school year.

2.7.3. One training shall be for Teachers and all Supervisors to be held at the local

School. This training shall be a minimum of one and one half (1.5) hours in length and shall be conducted over the course of the three (3) Thirty-Minute Morning Blocks (as established in this Agreement).

2.7.4. Representatives of the WTU and DCPS shall conduct the trainings. The DCPS representatives may include individuals from the Office of the Chancellor, the Office of the General Counsel, Labor Management Employee Relations, and the Office of Human Resources.

2.7.5. The trainings shall occur within the first ninety (90) School Days of each school year.

2.8. Notice of School Reform or Restructuring

DCPS shall provide written notice of potential school reform, inclusive of all options under NCLB for restructuring, to the WTU and all Teachers in the affected schools that have been identified. This notice of potential reform shall be made within seven (7) calendar days of the decision to include the school in a reform effort.

2.9. Partnership Schools

2.9.1. Definition

2.9.1.1. The term "Partnership Schools" shall mean DCPS schools operated by private, not-for-profit management companies under contracts with DCPS pursuant to 20 U.S.C. § 6316(b)(8)(B)(iii) of the No Child Left Behind Act (NCLB).

2.9.1.2. All Partnership Schools shall be schools that are required to be restructured under NCLB.

2.9.1.3. All Partnership Schools shall remain DCPS schools.

2.10. Special Rules

2.10.1. Notwithstanding anything to the contrary in this Agreement, the following rules shall apply to Teachers at Partnership Schools:

2.10.1.1. All Teachers at Partnership Schools shall continue to be WTU Teachers.

2.10.1.2. These Teachers shall receive, at a minimum, the salaries and benefits provided by this Agreement.

2.10.1.3. Assignment to a Partnership School shall be voluntary.

2.10.1.4. Teachers who are employed at Partnership Schools may be required to work a longer day and a longer year than is required under this

Agreement.

2.10.1.5. Teachers who are employed at Partnership Schools may be required to undertake job responsibilities and to participate in staff meetings and other activities beyond the requirements of this Agreement.

2.10.1.6. In advance of accepting assignment to a Partnership School, Teachers shall receive, for each School, information detailing any differences, if any, in the working conditions at the Partnership Schools and those in this Agreement including, but not limited to:

2.10.1.6.1. The length of the school day and school year at each school;

2.10.1.6.2. The amount of work time required for non-teaching activities beyond the regular school day;

2.10.1.6.3. Any additional work time required during summer or school vacations; and

2.10.1.6.4. Any other duties or obligations beyond the requirements of this Agreement.

2.10.1.7. DCPS is prohibited from substantially changing the working conditions at any Partnership School during any school year.

2.10.1.8. If DCPS desires to implement working conditions or compensation at any Partnership School that are different than those found in this Agreement, DCPS must first negotiate such terms with the WTU. If the Parties are unable to agree, the working condition or compensation at the Partnership Schools shall remain the same as defined in this Agreement.

2.10.1.9. The evaluation process in Partnership Schools shall be the same as other DCPS schools.

2.11. The Collaborative

2.11.1. Definition

2.11.1.1. The term "The Collaborative" shall mean a combination of schools formed to provide intensive professional development programs for teachers in those schools, to share best practices, to provide mutual professional support, to implement a new school leadership model involving increased Teacher responsibility, and to monitor the schools' progress through regular assessments.

2.11.1.2. The schools forming the Collaborative, which shall not exceed

eleven in total (unless otherwise mutually agreed by the WTU and DCPS), shall be a combination of high-, middle-, and low-performing schools, as defined by DCPS.

2.11.1.3. All schools participating in the Collaborative shall remain DCPS schools.

2.11.2. Special Rules

2.11.2.1. Notwithstanding anything to the contrary in this Agreement, the following rules shall apply to Teachers employed at Schools in the Collaborative:

2.11.2.1.1. All Teachers employed at Schools in the Collaborative shall continue to be WTU Teachers.

2.11.2.1.2. These Teachers shall receive, at a minimum, the salaries and benefits provided by this Agreement.

2.11.2.1.3. Assignment to a School participating in the Collaborative shall be voluntary.

2.11.2.1.4. Teachers who are employed at Schools participating in the Collaborative may be required to work a longer day and a longer year than is required under this Agreement.

2.11.2.1.5. Teachers who are employed at Schools participating in the Collaborative may be required to undertake job responsibilities and to participate in staff meetings and other activities beyond the requirements of this Agreement.

2.11.2.1.6. In advance of accepting assignment to a Collaborative, Teachers shall receive, for each School, information detailing any differences, if any, in the working conditions at the Collaborative and those in this Agreement including, but not limited to:

2.11.2.1.6.1. The length of the school day and school year at each school;

2.11.2.1.6.2. The amount of work time required for non-teaching activities beyond the regular school day;

2.11.2.1.6.3. Any additional work time required during summer or school vacations; and

2.11.2.1.6.4. Any other duties or obligations beyond the requirements of this Agreement.

2.11.2.1.7. DCPS is prohibited from substantially changing the working conditions at any Collaborative School during any school year.

2.11.2.1.8. If DCPS desires to implement working conditions or compensation at any Collaborative that are different than those found in this Agreement, DCPS must first negotiate such terms with the WTU. If the Parties are unable to agree, the working condition or compensation at the Collaborative shall remain the same as define in this Agreement.

2.11.2.1.9. The evaluation process in Collaborative shall be the same as other DCPS schools.

2.12. Improvement Schools

2.12.1. DCPS and WTU are in Agreement that an effective approach to turning around our lowest performing schools is essential. Based upon models that have proven effective in school districts around the country, the parties agree to collaborate on planning, designing and implementing rigorous programs to achieve this goal.

2.12.2. Beginning in the fall of 2010, the WTU will facilitate obtaining high-level, research based, national-level professional development for teams of teachers and building principals on school turnaround. This training will support school- based teams to work collaboratively to develop turnaround plans based upon proven models for improving student achievement.

2.12.3. The LSAT shall apply to the WTU for participation in the professional development on school turnaround.

2.12.4. This professional development and support will focus on the numerous areas around which plans are needed for effective school turnaround to occur. These include, but are not limited to: instructional programs, including English language arts and math; well-rounded curriculum; professional development (embedded as part of school day and thereafter); parent and community outreach and involvement; individual and small group tutoring for students in greatest need; facilities improvement; extracurricular activities; class size; wrap-around services to meet the social, medical and related needs of students; classroom supplies, materials, books and equipment; staffing; leadership; possibility of extended time; and other areas, as needed.

2.12.5. Before March 31 of the 2010-11 school year, schools involved in this process

will have developed plans for implementation for the 2011-12 school year. Plans will be reviewed and approved by the Chancellor of DCPS and the President of the WTU so that implementation can begin will in advance of the 2011-12 school year. Time lines may be modified by mutual agreement of the parties.

2.12.6. Such schools shall be designed to increase student achievement and attract new families to DCPS through innovative practices.

2.12.7. Innovations in the Improvement Schools may also include, but shall not be limited to, the following elements: leadership, scheduling, instruction, technology, wrap-around services, personnel policies, and Teacher compensation.

2.12.8. The Chancellor (or her/his designee) and the President of the WTU (or her/his designee) shall meet to establish any additional timelines and parameters that may be needed for the development and implementation of any Improvement Schools.

2.12.9. In advance of accepting assignment to an Improvement School, Teachers shall receive, for each School, information detailing any differences, if any, in the working conditions at the Collaborative and those in this Agreement including, but not limited to:

2.12.9.1. The length of the school day and school year at each school;

2.12.9.2. The amount of work time required for non-teaching activities beyond the regular school day;

2.12.9.3. Any additional work time required during summer or school vacations; and

2.12.9.4. Any other duties or obligations beyond the requirements of this Agreement.

2.12.10. DCPS is prohibited from substantially changing the working conditions at any Improvement School during any school year.

2.12.11. If DCPS desires to implement working conditions or compensation at any Improvement School that are different than those found in this Agreement, DCPS must first negotiate such terms with the WTU. If the Parties are unable to agree, the working conditions or compensation at the Improvement School shall remain the same as defined in this Agreement.

2.12.12. The evaluation process in Improvement Schools shall be the same as other DCPS schools.

ARTICLE 3- FAIR PRACTICES

3.1. DCPS shall not discipline, retaliate against, or discriminate against any Teacher on the basis of:

3.1.1. Membership in any educator organization;

3.1.2. Association with the activities of the WTU; or

3.1.3. For requiring that DCPS adhere to the terms of this Agreement.

3.2. The WTU recognizes its responsibility as bargaining agent and agrees to represent all employees in the bargaining unit without regard to WTU membership, within the provisions outlined in this Agreement.

3.3. Informal Mediation for WTU Building Representatives and Principals

3.3.1. Any WTU Building representative who asserts retaliation, discrimination, or discipline based on the performance of his/her duties and responsibilities as a WTU building representative shall file a written request for informal mediation directly with the office of the Chancellor and the WTU President. The complaint shall be filed on a form developed and mutually agreed by the WTU and DCPS. The request must be filed within ten (10) school days following the date of the alleged act(s) by the supervisor. The Chancellor or designee and the WTU President or designee shall meet with the Supervisor and Building Representative within ten (10) school days of receipt of the request in an effort to resolve the issue.

3.3.2. If the complaint is not resolved during the meeting, the WTU Building Representative shall have the right to invoke STEP 1 of the grievance and arbitration procedure.

3.3.3. Upon request by the WTU Building Representative or the WTU, the office of the Chancellor shall immediately review all documentation related to the excessing of the WTU Building Representative for procedural compliance, violations, and fair practices. The Building representative and the WTU shall be provided copies of all documentation related to the excessing of the affected Building Representative immediately upon request to the supervisor or Chancellor. The office of the Chancellor shall provide the Building Representative and the WTU a copy of the Chancellor's findings and decision in writing within ten (10) business days of receipt of the request for review.

ARTICLE 4 - TEACHER TRANSFER POLICY

4.1. DCPS in transferring ET-15, ET15/12, ET15/11 and EG-09 employees shall apply the policy hereinafter set forth.

4.2. Voluntary Transfers

4.2.1. A voluntary transfer is a change in a building assignment from one work location to another when initiated by a teacher.

4.2.2. A Teacher shall be eligible to apply for a voluntary transfer annually.

4.2.3. Lists of vacancies, to the extent known, shall be prepared and posted on or before April 1 annually.

4.2.4. The vacancy list shall be posted by the Supervisor in all schools and offices where Teachers 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 Teachers upon request from the Human Resources Division when available.

4.2.5. 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. The supervisor(s) of a Teacher requesting a voluntary transfer shall not in any way impede the transfer by making false statements or providing false information. Transfers shall be subject to the approval of the receiving supervisor.

4.2.6. Written notification to teachers granted or denied a transfer shall be made assoon 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 WTU shall receive a copy of all transfer actions.

4.2.7. A Teacher requesting a transfer must possess the certification for the position prior to the transfer.

4.2.8. Teachers requesting a voluntary transfer may arrange to interview with school principals at a mutually agreeable time by one or both of the following:

4.2.8.1. At all "open" the DCPS transfer fairs; or

4.2.8.2. With principals between April 1 and June 30.

4.2.9. After July 15, Teachers shall have the right to execute a voluntary transfer provided the Teacher's current Supervisor consents.

4.3. Involuntary Transfers

4.3.1. 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 WTU. 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 school days 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:

4.3.1.1. Boxing materials for transfer to the next building assignment; and

4.3.1.2. Setting up their new classroom, gathering and organizing instructional materials.

4.3.2. DCPS further agrees to provide logistical support (boxes, storage and transporting of educational materials) for the transferring Teacher to the new building assignment.

4.3.3. A Teacher may be granted a transfer because of the inability to adapt to the open space environment.

4.3.4. Involuntary transfers shall not be made for reasons of disciplinary action.

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

4.3.6. A teacher who is involuntarily transferred shall carry forward his or her building seniority.

4.4. Mutual Consent

4.4.1. No Teacher shall be placed at a school without the Teacher's and the Supervisor's consent, except as provided for in this Agreement ("mutual consent").

4.5. Performance-Based Excessing Policy

4.5.1. Definition

4.5.1.1. An excess is an elimination of a Teacher's position at a particular school due to a decline in student enrollment, a reduction in the local school budget, a closing or consolidation, a restructuring, or a change in the local school program, when such an elimination is not a 'reduction in force' (RIF) or 'abolishment.'

4.5.2. Rules Governing the Excessing Decision

4.5.2.1. DCPS shall be prohibited from excessing a Teacher by changing the name of the Teacher's position in an effort to artificially produce a change in the "local school program" without any material change in the subject matter of the position.

4.5.2.2. When DCPS determines an excess is necessary, the Local School Advisory Team (LSAT) shall make a recommendation as to the area(s) of certification to be affected.

4.5.2.3. The Personnel Committee shall make a recommendation to the supervisor as to the Teacher(s) to be affected. The Teachers in the affected area may provide evidence to the Personnel Committee for their consideration.

4.5.2.4. The Supervisor shall consider the recommendations of the Personnel Committee and shall retain the right to make the final excessing decision.

4.5.2.5. DCPS shall retain the right to make the final excessing decision according to the following rubric:

Category	Rating	Points
1) Previous Year's Final Evaluation	Highest	50
	Second Highest	40
	Third Highest	30
	Fourth Highest	0
	Lowest	0
2) Unique Skills and Qualifications	High	20
	Medium	10
	Low	0
3) Other Contributions to the Local Educational Program	High	20
	Medium	10
	Low	0
4) Length of Service*	20+ Years	10
	10-19 Years	5
	1-9 Years	1
*Individuals with DC residency at the time of excessing shall receive a five-year service credit. Individuals with veteran status at the time of excessing shall also receive a five-year service credit.		

4.5.2.6. DCPS shall use all data gathered for the formal DCPS educator

evaluation process as of the date of the excessing decision when assigning points for Category 1 for Teachers who are new to DCPS (as they will not have an evaluation from a previous year). If an excess occurs sufficiently early in the academic year such that no data have yet been gathered for the formal DCPS educator evaluation process, DCPS shall use all other available data on the Teacher's performance for Category 1.

4.5.2.7. The Teacher in the competitive area (as determined in accordance with Title 5 of the DCMR) with the lowest point value overall according to the rubric above shall be the first Teacher to be excessed. The Teacher with the second lowest point value shall be the second Teacher to be excessed, and so on.

4.5.2.8. When the Supervisor's final decision departs from the recommendation of the LSAT, as to the area affected, the Supervisor shall prepare a written justification. A copy of the justification shall be provided to the Chancellor and the President of the WTU. Upon the request of the WTU President, the justification shall require the approval of the Chancellor, or the Chancellor's designee prior to implementation of the excess at that school.

4.5.2.9. When the Supervisor's final decision departs from the recommendation of the School Personnel Committee, as to the individual Teacher(s) to be affected, the Supervisor shall prepare a written justification. A copy of the justification shall be provided to the Chancellor and the President of the WTU. Upon the request of the WTU President, the justification shall require approval of the Chancellor, or the Chancellor's designee prior to implementation of the excess of that school.

4.5.3. Notification

4.5.3.1. DCPS shall provide written notification to all Teachers who are to be excessed at least (10) school days prior to the effective date of the excess.

4.5.3.2. If a vacancy for which an excessed member is qualified occurs within the school prior to the effective date of the excess, the excessed status of the teacher shall be rescinded.

4.5.4. Placement of Excessed Teachers

4.5.4.1. The placement of excessed teachers shall be subject to the mutual consent policies outlined in this Agreement.

4.5.4.2. To facilitate the placement of excessed Teachers, DCPS shall post all known vacancies on the DCPS website in a timely fashion.

4.5.4.3. DCPS shall provide vacancy lists to the WTU, upon request.

4.5.4.4. Included in each vacancy listing shall be the School name, discipline or specialized program, position, and required certification.

4.5.4.5. DCPS shall post on its website copies of all position descriptions, when available.

4.5.4.6. To further facilitate the placement of excessed Teachers, DCPS shall provide multiple hiring opportunities (e.g., hiring fairs and other similar activities).

4.5.5. Options for Excessed Permanent Status Teachers

4.5.5.1. Excessed permanent status Teachers shall have sixty (60) calendar days following the effective date of the excess to secure another placement in DCPS under mutual consent.

4.5.5.2. An excessed permanent status Teacher who is unable to secure a new placement within the sixty (60) calendar days following the effective date of the excess shall have five (5) calendar days immediately following expiration of the sixty (60) calendar day period to select one (1) of the following options. Any Teacher who does not make a selection shall be subject to separation from DCPS on the 66th calendar day following the effective date of the excess.

4.5.5.3. The Three (3) Options:

4.5.5.3.1. Option 1: Buyout

4.5.5.3.1.1. Excessed permanent status Teachers shall have the option to receive a $25,000 cash buyout resulting in separation from DCPS. This provision shall be subject to necessary government approvals.

4.5.5.3.1.2. An excessed permanent status Teacher who opts for the buyout shall not be eligible for employment with DCPS for a period of three (3) years.

4.5.5.3.1.3. This option shall only be available to permanent status Teachers whose most recent evaluation score was “Effective” or higher.

4.5.5.3.2. Option 2: Early Retirement

4.5.5.3.2.1. Excessed permanent status Teachers with twenty (20) or more years of creditable service shall have the option of retiring with full benefits. This provision shall be subject to necessary government and budgetary approvals.

4.5.5.3.2.2. This option shall only be available to permanent status Teachers whose most recent evaluation score was "Effective" or higher.

4.5.5.3.3. Option 3: A Year to Secure a New Placement

4.5.5.3.3.1. Excessed permanent status Teachers who have been unable to secure a new placement during the sixty (60) calendar days following the effective date of the excess, and who have not selected Option 1 or Option 2 above, shall have the right to select Option 3: An Extra Year to Secure a New Position (hereafter referred to as the "Extra Year.")

4.5.5.3.3.2. The Extra Year shall begin on the effective date of the excess and shall conclude exactly one calendar year thereafter.

4.5.5.3.3.3. Excessed permanent status Teachers who select the Extra Year, shall, during the year, be:

4.5.5.3.3.3.1. Provided with full salary and benefits;

4.5.5.3.3.3.2. Provided with multiple hiring opportunities (e.g., hiring fairs and similar activities);

4.5.5.3.3.3.3. Provided with the opportunity for a minimum of twelve (12) hours of professional development that shall include instruction on interviewing skills and the creation of professional portfolios; and

4.5.5.3.3.3.4. Assigned by DCPS to serve in one (1) or more instructional support capacities (e.g., one-on one tutoring, small group instruction, class coverage, long-term Teacher replacement, or central office support) that are within the Teacher's discipline and located at a maximum of two (2) work locations per school year.

4.5.5.3.3.4. In making the assignment referenced above, DCPS shall consider the teacher's preference and the best interests of the school system.

4.5.5.3.3.5. DCPS shall have the right, at the conclusion of the Extra Year, to separate from DCPS all excessed permanent status Teachers who are unable to secure a new placement within the school system under mutual consent during the year.

4.5.5.3.3.6. The Extra Year shall only be available to permanent status Teachers whose most recent evaluation score was "Effective" or higher.

4.5.5.3.4. The three (3) options listed above shall not be provided to members who have not made a "substantial effort" (defined below) to secure a placement within DCPS. Such Members shall be subject to separation on the 66th calendar day following the effective day in which they were excessed.

4.5.5.3.5. A Member shall be deemed to have made a "substantial effort" if s/he:

4.5.5.3.5.1. Has made a good faith effort to interview at a minimum of five (5) Schools; or

4.5.5.3.5.2. Has made a good faith effort to interview for all vacant positions for which the Member is qualified if the total number of such positions system wide is less than five

(5).

4.5.5.3.6. Teachers who have challenged their excess through the grievance and arbitration procedures shall have ten (10) calendar days following receipt of written notice of the Step 2 grievance decision to select one of the three options in section 4.5.5.3.

4.5.5.3.7. DCPS shall notify Teachers in writing of the process for selecting one of the three options and for notifying DCPS of the selection.

4.5.6. Special Rules Governing the Placement of Excessed Permanent Status Teachers Who Qualify for the DCPS Performance-Based Compensation System

4.5.6.1. Excessed permanent status Teachers who qualify and volunteer for the DCPS Performance-Based Compensation System shall have sixty (60) calendar days following the effective date of the excess to secure another placement in DCPS under mutual consent.

4.5.6.2. DCPS shall offer multiple hiring opportunities (e.g., job fairs, interviews, access to job postings, etc.) for all such Teachers during the sixty (60) calendar day period.

4.5.6.3. All such Teachers who are unable to secure a placement under mutual consent during the sixty (60) calendar day period shall be subject to separation from DCPS on the 61st calendar day.

4.5.6.4. All such Teachers shall not have access to the options described in Section 4.5.5.3.

4.5.7. Reapplication Rights

4.5.7.1. All Teachers who are separated by DCPS according to the provisions of this article shall have the right to reapply to DCPS at any time, except as otherwise required by applicable law.

4.5.7.2. If rehired, such Teachers shall be placed on the next salary step for which they would have been eligible at the time of their separation.

4.5.7.3. If rehired within one year of separation, such Teachers shall incur no break in service for pension purposes.

ARTICLE 5 - PERSONNEL FILES

5.1. Personnel Files

5.1.1. General

5.1.1.1. A Teacher's official personnel file shall be maintained at the DCPS Office of Human Resources. This file shall be the Teacher's only official personnel file.

5.1.1.2. A Teacher's official personnel file shall be treated as confidential.

5.1.1.3. Documentation of a Teacher's performance shall be maintained in her/his official personnel file.

5.1.1.4. Anonymous material shall not be placed in a Teacher's official personnel file.

5.1.1.5. The Parties agree to collaborate on the development of policies regarding electronic official personnel files.

5.1.2. Viewing

5.1.2.1. A Teacher shall be permitted to examine her/his own official personnel file in the presence of a DCPS Office of Human Resources representative.

5.1.2.2. A Teacher shall be permitted to obtain a copy of the material contained in her/his official personnel files pursuant to D.C. Code § 1-631.05.

5.1.2.3. A WTU representative shall be permitted to examine a Teacher's official personnel file in the presence of a representative from the DCPS Office of Human Resources upon written authorization from the Teacher.

5.1.2.4. The DCPS Office of Human Resources shall maintain a record reflecting the name and title of each person who has been granted access to a Teacher's official personnel file. Teachers shall be provided a copy of the record upon request.

5.1.2.5. DCPS shall keep accurate records pertaining to building and system seniority for each Teacher.

5.1.3. Adverse Material

5.1.3.1. Documentation that may lead to or result in an adverse action against a Teacher shall not be placed in a Teacher's official personnel file until a copy of such material has been provided to the Teacher.

5.1.3.2. Placement of material in a Teacher's official personnel file shall not

be construed as agreement by the Teacher with the contents of the material.

5.1.3.3. Should the Teacher disagree with the contents of the material, s/he shall have the right to respond, and the response shall be included in the Teacher's official personnel file.

5.1.3.4. A Teacher shall be free to request that materials of an adverse nature that are older than three (3) years be removed from the Teacher's official personnel file. DCPS shall consider all such requests unless it can demonstrate that the removal of such material will compromise the interests of the school system. If approved, the removal shall take place within thirty (30) School Days of the request.

5.1.3.5. Materials of an adverse nature that become the subject of a grievance shall be removed from a Teacher's official personnel file if so stipulated by the resolution of the grievance.

5.1.3.6. Lost Files

5.1.3.6.1. Lost files shall, within reason and if possible, be retrieved, reconstructed, or restored at DCPS's expense.

5.1.3.6.2. If the retrieval, reconstruction, or restoration of a Teacher's official personnel file indicates that additional compensation or benefits are due to the Teacher, DCPS shall provide such compensation or benefits as soon as possible.

ARTICLE 6 - GRIEVANCE AND ARBITRATION

6.1. Statement of Principle

6.1.1. 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 LSAT, 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.

6.2. Definition

6.2.1. 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.

6.3. Procedure

6.3.1. Either an employee or the WTU may raise a grievance, and, if raised by the employee, the WTU may associate itself with the grievance at any time except as otherwise provided. If raised by the WTU, the employee may not thereafter raise the grievance himself, and if raised by the employee, he may not thereafter cause the WTU to raise the same grievance independently. Any grievance raised by the WTU on behalf of an employee must identify the employee. The WTU may not process a grievance on behalf of an employee without that employee's consent.

6.4. Grievances shall be resolved as follows:

6.4.1. STEP 1: Three stage mediation process

6.4.1.1. Stage 1

6.4.1.1.1. Any Teacher who wishes to raise a grievance must do so in writing within fourteen (14) school days of the date the Teacher or the WTU first learned of its cause. The grievance shall be submitted in writing on a form developed by the WTU. The form shall include:

6.4.1.1.1.1. The name(s) of the employee(s) involved;

6.4.1.1.1.2. A brief statement of the facts giving rise to the grievance;

6.4.1.1.1.3. Where appropriate, a reference to the provision(s) of the Agreement alleged to be violated; and

6.4.1.1.1.4. The relief requested.

6.4.1.1.2. Within five school days after receipt thereof, the principal and the Teacher should meet to resolve the dispute informally and expeditiously. At the Teacher's option there may be present at such discussion a representative of the WTU 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 meeting additional employees of the school system selected by the immediate Supervisor. Prior to the discussion the Teacher or the WTU shall identify the discussion as Step 1, Stage 1 of this grievance procedure. If the matter in dispute is not settled during the Step 1, Stage 1 discussion, immediately prior to the termination of the Step 1, Stage 1 discussion, the Teacher or the WTU shall execute a duplicate form provided by the WTU 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.

6.4.1.1.3. If the parties reach no resolution of the grievance by the end of the Step 1, Stage 1 discussion, the grievance shall automatically move to Step 1, Stage 2 of this grievance procedure. In addition, if no Step 1, Stage 1 meeting occurs within five school days after the grievance is first raised, that grievance shall automatically move to Step 1, Stage 2 of this grievance procedure.

6.4.1.2. Stage 2

6.4.1.2.1. Within ten school days after the grievance reaches Step 1, Stage 2 of this grievance procedure, the Teacher and/or WTU shall meet with the Instructional Superintendent in an effort to resolve the grievance. If the parties reach no resolution of the grievance by the end of the Step 1, Stage 2 meeting, the grievance shall automatically move to Step 1, Stage 3 of this grievance procedure. In addition, if no Step 1, Stage 2 meeting occurs within ten school days after the grievance first reaches Step 1, Stage 2 of this grievance procedure, the grievance shall automatically move to Step 1, Stage 3 of this grievance procedure.

6.4.1.3. Stage 3

6.4.1.3.1. Within fourteen (14) school days after the grievance reaches Step 1, Stage 3 of this grievance procedure, the Teacher and/or the WTU shall schedule a meeting in the shared grievance scheduler with a representative of DCPS' Office of Labor Management and Employee Relations (LMER) in an effort to resolve the grievance. If the grievance scheduler does not have available

dates, the fourteen (14) school day period will not begin to run until the WTU is given written notice of the availability of new dates. Notwithstanding the foregoing, the requirement of the shared grievance scheduler will not apply to all outstanding grievances at the time of ratification and grievances filed within less than 90 days following ratification.

6.4.1.3.1.1. If DCPS does not respond to Step 1 Stage 3 grievances within thirty (30) school days of a grievance meeting, then WTU may move the matter to the next step within thirty (30) school days of DCPS's failure to respond in time.

6.4.1.3.2. If the parties reach no resolution of the grievance by the end of the Step 1, Stage 3 meeting, the parties may mutually agree to submit the grievance to voluntary mediation in accordance with the then current Rules/Guidelines of the Federal Mediation and Conciliation Service ("FMCS"). The parties shall establish the timelines for completion of this mediation. If the grievance is not resolved through the voluntary mediation process with the agreed upon timeline, the WTU shall have the right to move to Step 2 of the grievance process, within 10 school days.

6.4.2. STEP 2

6.4.2.1. If the matter is not resolved at Step 1, the grievance shall advance to Step 2.

6.4.2.2. The Chancellor, 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, on a date mutually agreed upon by DCPS and WTU, and the Chancellor 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. As the Parties acknowledge the mutual benefits of a Step 2 hearing decision for both DCPS and WTU, DCPS shall make every effort to ensure hearings are

scheduled and held within 30 school days.

6.4.3. STEP 3

6.4.3.1. If either party is dissatisfied with the decision rendered at Step 2 or a Step 2 hearing is not scheduled or held within 30 school days of the grievance being moved to that level, it may invoke arbitration of the grievance by filing notice with the American Arbitration Association within thirty (30) school days after its receipt of the Step 2 decision. Simultaneously, notice shall be sent to the Chancellor of DCPS, and the Office of Labor Management and Employee Relations.

6.4.3.2. 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.

6.4.3.3. The arbitrator shall hear and decide only one grievance in each case. S/he shall not be bound by formal rules of evidence. S/he shall be bound by and must comply with all the terms of this Agreement. S/he shall have no power to delete or modify in any way any of the provisions of this Agreement. S/he shall have the power to make appropriate awards. The arbitrator shall render his/her 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 Teachers.

6.4.3.4. No provision of this Agreement, which is a matter of policy, shall be subject to arbitration.

6.4.3.5. Fees and expenses of the arbitrator shall be borne by the non-prevailing party.

6.4.3.6. No individual employee may invoke arbitration.

6.4.3.7. When a grievance is raised and involves a matter of general application, the initial step shall be Step 2.

6.5. General

6.5.1. No matter shall be entertained as a grievance at any step, unless it has been raised with the other party within fourteen (14) school days after the Teacher or the WTU first learned of its cause.

6.5.2. All time limits set forth in this Article may be extended by mutual agreement, but if not extended, must be strictly observed.

6.5.3. If a Teacher 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 Teacher or the WTU learned of 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.

6.5.4. Once a grievance has been filed, it may not be altered, except that the Grievant may delete items from the grievance.

6.5.5. If the WTU is not a party to Steps 1 or 2 of this Article, then the disposition of the dispute shall not be a precedent with respect to it.

6.5.6. No hearing shall be open to the public unless all parties agree.

6.5.7. 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.

6.5.8. 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.

6.5.9. The Parties to this collective bargaining agreement agree that either Party may present witness testimony using video conferencing technology at Step 2 and/or arbitration Hearing that are not related to a Teacher's suspension or dismissal. Arbitrations related to a Teacher's suspension or dismissal require written mutual consent for the use of video conferencing technology. Not withstanding the foregoing, mutual written consent for video testimony will continue to be required for all outstanding grievances at the time of ratification and grievances filed within less than 90 days following ratification.

6.5.10. DCPS and the WTU shall have the right, at their own expense, to legal and/or stenographic assistance at Step 3.

6.5.11. Employees and the WTU shall follow the procedures in this Article regarding any grievance.

6.5.12. 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.

6.5.13. 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.

6.5.14. 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.

6.5.15. The Parties shall conduct joint training for all Teachers and Supervisors on the content of this Agreement 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.

6.5.16. At the discretion of the WTU, any grievance concerning discipline, and/or discharge (including discharges that are evaluation related to violations of the evaluation process), may be initiated at Step 2 of this grievance procedure.

6.6. Joint Grievance Committee

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

6.6.1.1. Monitor and track the status of grievances at Step 1 and 2.

6.6.1.2. Collect and analyze data regarding the frequency and location of particular grievances and report to the FEP Committee.

6.6.1.3. The Joint Grievance Committee shall have the discretion to intervene in schools where the data indicates that the most grievances are filed.

6.6.1.4. This committee shall operate under the auspices of the FEP.

ARTICLE 7 - DISCIPLINE PROCEDURE

7.1. The intent of this Article is to establish a process for progressive discipline, which may lead to a written reprimand, a suspension, or a disciplinary discharge.

7.2. In the administration of this Article, the primary principle shall be that discipline shall be corrective in nature rather than punitive.

7.3. The standard for disciplining permanent employees shall be just cause. The standard for disciplining probationary employees shall be not arbitrary or capricious, as opposed to at will.

7.4. Disciplinary actions shall be subject to the grievance and arbitration process provided for in this Agreement.

7.5. Discussion

7.5.1 For minor offenses, management has a responsibility to discuss such matters with the employee. Such discussions are not considered discipline and are not subject to the grievance procedure. 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.

7.6. Written Reprimands

7.6.1. 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.

7.6.2. 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.

7.6.3. 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.

7.6.4. If the Administrator concludes that there is no basis for the allegations, no reprimand will be placed in the file.

7.6.5. 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.

7.6.6. A Teacher has the right, upon request, to have a WTU representative present during an investigatory meeting with the Administrator.

7.6.7. 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.

7.7. Procedures for Written Reprimands:

7.7.1. The steps set forth below will be followed with respect to WTU Teachers 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 DCPS of Education.

7.7.2. Verbal warning (oral only, not provided in writing);

7.7.3. Written warning (maintained in unit Teacher's site or program personnel file);

7.7.4. Letter of Reprimand (maintained in unit Teacher's district personnel file).

7.7.5. The Supervisor shall have the discretion to determine the number of verbal and written warnings prior to issuing a written reprimand.

7.7.6. In cases of egregious conduct, the Supervisor may issue a letter of reprimand without previously having issued either a verbal or written warning.

7.7.7. 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 the opportunity to review the materials and to comment thereon.

7.8. Suspensions or Disciplinary Discharge

7.8.1. In the case of suspensions or disciplinary discharges, 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.

7.8.2. Within five (5) school days of the receipt of the notice, the WTU and/or

employee has the right to review all documents related to the charges, meet with representatives from the Office of the Chancellor before implementation of the proposed suspension or disciplinary discharge, 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 WTU shall be so notified in writing of the modification. The disciplinary action or disciplinary 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.

7.8.3. The initiation of the disciplinary action shall be taken no later than forty-five (45) 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 fifty-five (55) calendar 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. In instances where an external agency has become involved, this timeframe shall be tolled for a period of not more than sixty-five (65) days. Should the external agency fail to complete its investigation within 65 days, DCPS will commence and complete its investigation within the timelines outlined above.

7.8.4. 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.

7.8.5. Teachers may not be suspended on non-school days.

7.9. 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 WTU representative may accompany the Teacher to said conference and may speak on behalf of the Teacher upon the Teacher's request.

7.10. 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 WTU representative. In circumstances where allegations of corporal punishment are reported to the Principal, prior to notifying security or the police, the Supervisor 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.

7.11. Professional Courtesy

7.11.1. 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.

7.12. Complaints

7.12.1. When a Teacher becomes the subject of a complaint, the following processes should be adhered to:

7.12.1.1. 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.

7.12.1.2. 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 Supervisor.

7.12.1.3. 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.

7.12.2. The written complaint must include:

7.12.2.1. The name of each of the parties involved;

7.12.2.2. A brief but specific summary of the complaint and the facts surrounding it; and

7.12.2.3. A specific description of any prior attempts to discuss the complaint

with the Teacher.

7.12.3. 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.

7.12.4. 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.

7.12.5. 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.

7.12.6. 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.

7.12.7. The complaint process outlined in this section is not applicable to DCMR, Title 5, Chapter 14, and "ADVERSE ACTIONS". Nor is it applicable in cases of sexual harassment or physical/sexual abuse of a student.

ARTICLE 8 - CHAPTER MEETINGS

8.1. SCAC and Local School Chapter Meetings

8.1.1. On or before the last school day in September, the WTU Building Representative shall notify the Supervisor of the dates during the school year when the SCAC and Local School Chapter will hold their regularly scheduled meetings.

8.1.2. The Supervisor shall include the Chapter and SCAC meeting dates and times in the local school calendar.

8.1.3. Local School Chapter Meetings shall be held during the lunch period or outside of normal school hours in a manner that will not interfere with the School's instructional program.

8.1.4. Within 24 hours of each meeting, the WTU Building Representative shall notify the building Supervisor of the names of persons other than chapter Teachers or WTU officials who plan to attend.

ARTICLE 9 - CONSULTATION WITH SCHOOL CHAPTER ADVISORY COMMITTEE

9.1. Supervisor Consultation with School Chapter Advisory Committee

9.1.1. On or before the last school day of August, 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.

9.1.2. The names of the Teachers 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.

9.1.3. If the Building Representative plans to invite other WTU officials, s/he shall provide the Supervisor with notice at least twenty-four (24) hours prior to the meeting. Likewise, if the Supervisor plans to invite other DCPS officials, s/he shall provide the Building Representative with notice at least twenty-four (24) hours prior to the meeting.

9.1.4. In an effort to ensure that such meetings are as productive and as efficient as possible, the Supervisor and the SCAC shall provide each other with a list of agenda items at least twenty-four (24) hours prior to each meeting.

9.1.5. The School Chapter Advisory Committee shall be free to invite WTU officials to attend such meetings. The Supervisor shall be free to invite central officials to such meetings.

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

ARTICLE 10 - INFORMATION AVAILABLE TO THE WTU

10.1. Information Sharing at the Organization Level

10.1.1. Upon request, the Parties shall make available to each other, in a timely manner, all information relevant to contract negotiations and to the enforcement of this Agreement, including, but not limited to, Teachers' names and addresses, Teachers' length of service, Teachers' employment data, vacancies, and School budgets, that is not confidential or otherwise protected from disclosure by law.

10.1.2. DCPS shall make available to the WTU, in a timely manner, unedited copies of all documents relevant to grievance cases that are not protected from disclosure by law.

10.1.3. DCPS shall offer training on the School budgeting process to all LSAT Teachers.

ARTICLE 11 - TRANSPARENCY AND DISCLOSURE OF INFORMATION

11.1. Transparency and Disclosure of Information

11.1.1. 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.

11.1.2. 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 within two school days of any change.

11.1.3. A current copy of a comprehensive staff roster, the school building seniority list, and full information concerning regular and extra-duty assignments shall be made available 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.

11.1.4. A copy of the DCMR and the Chancellor's Directives shall be maintained in the school business office and shall be available for use by teachers and the WTU Building Representative.

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

11.1.5.1. 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.

11.1.5.2. The Supervisor shall inform the Building Representative of proposed changes to the Local School Plan and budgetary spending priorities before making them.

11.1.5.3. 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.

11.1.5.4. The Supervisor shall provide the Building Representative and all members of the LSAT a copy of all budgetary information and other relevant documentation (e.g., test data, etc.) needed to reasonably and effectively participate in decision-making in the development of the Local School Plan and the budgetary priorities.

11.1.6. In buildings where no central communication system is in operation, routine announcements shall, in a timely manner, be posted on a bulletin board in the main office, published in a daily bulletin to be placed in Teachers' School mailboxes, or sent via e-mail.

11.2. DCPS-WTU Meetings

11.2.1. The Chancellor (or her/his designee) and the WTU President (or her/his designee) agree to meet twice per month to foster collaboration and to proactively and constructively address any disagreements.

11.2.2. The Parties agree to establish a calendar for such meetings no later than September 30 annually.

11.2.3. In an effort to ensure that such meetings are as productive and as efficient as possible, the Chancellor (or her/his designee) and the WTU President (or her/his designee) shall make every effort to provide her/his counterpart with a list of agenda items at least twenty-four (24) hours prior to each meeting.

11.2.4. The Chancellor (or her/his designee) and the WTU President (or her/his designee) shall be permitted to invite Teachers of their respective organizations to the meetings, as necessary.

11.2.5. DCPS and the WTU agree that they shall jointly establish ad hoc working groups, as necessary, to address issues that arise during the standing bi-monthly meetings.

ARTICLE 12 - BULLETIN BOARDS

12.1. The Supervisor shall provide a minimum of sixteen (16) square feet of bulletin board space in the main office for the exclusive use of the WTU.

12.2. If sufficient bulletin board space does not exist to satisfy the requirements outlined

above, the WTU shall have a minimum of one-half (1/2) of the space on the existing board(s) in the school office. If half (1/2) of the space on such boards does not equal sixteen (16) square feet, the Supervisor shall permit the WTU to install new bulletin boards or shall make WTU-approved accommodations in lieu of additional space.

12.3. The Building Representative shall provide the Supervisor with a copy of all materials the WTU plans to display in its dedicated bulletin board space.

ARTICLE 13 - TEACHER PROMOTION POLICIES

13.1. Teacher Promotion Policies

13.1.1. 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.

13.1.2. 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.

13.1.3. 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 WTU.

13.1.4. 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 are seeking to fill.

13.1.5. 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 14 - DAMAGE OR LOSS OF PROPERTY

14.1. Protection from Liability

14.1.1. Teachers shall not be held liable for loss, damage, or destruction of school property when such loss, damage, or destruction is not the fault of the Teacher.

14.1.2. Teachers shall report any loss, damage, or destruction of school property to their Supervisor immediately upon becoming aware of such loss, damage, or

destruction.

14.2. Protection from Loss, Damage, or Destruction of Personal Property

14.2.1. DCPS 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.

14.2.2. The terms "loss," "damage," and "destruction" shall not include the effects of normal wear and tear and use.

ARTICLE 15 - TEACHER EVALUATION

15.1. Per D.C. Code § 1-617.18, notwithstanding any other provision of law, rule, or regulation, during fiscal year 2006 and each succeeding fiscal year, the evaluation process and instruments for evaluating District of Columbia Public Schools employees shall be a non- negotiable item for collective bargaining purposes.

15.2. Though not required to do so per Section 15.1 above, DCPS makes the following commitments:

15.2.1. The WTU shall have the opportunity to consult with the Chancellor on theTeacher evaluation process prior to its implementation.

15.2.2. Teachers will be provided a copy of the documentation of all formal observations prior to the end of the school year. A teacher shall be given a copy of his/her final evaluation promptly following the final 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 promptly after the evaluation year but not later than September 30 of that calendar year.

15.2.3. Copies of the evaluation process shall be made available to each teacher.

15.2.4. DCPS and the WTU recognize the importance of the evaluation process. To that end, DCPS shall develop and implement professional development for all Teachers on the evaluation process.

15.3. DCPS's compliance with the evaluation process, and not the evaluation judgment, shall be subject to the grievance and arbitration procedure.

15.4. The standard for separation under the evaluation process shall be "just cause," which shall be defined as adherence to the evaluation *process* only.

15.5. Employees maintain their rights to appeal below average or unsatisfactory performance evaluations pursuant to Title 5 of the DCMR, Sections 1306.8-1306.13.[1]

15.6. If a Teacher decides to challenge an alleged violation of the evaluation process, s/he has the option to request mediation at Step 1 or to commence a grievance at Step 2. If the alleged violation occurs in connection with an evaluation that results in termination, the hearing at Step 2 shall receive priority over all other pending grievances except those related to termination.

15.7. The commitments in Section 15.2 above shall in no way constitute a limitation on DCPS's authority over the evaluation process and instruments as described in section 15.1 above.

ARTICLE 16 - GENERAL PROVISIONS RELATING TO SCHOOL OPERATIONS

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

16.2. 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.

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

16.3.1. Routine announcements at scheduled times determined by the Supervisor or his/her designee in consultation with the School Chapter Advisory Committee;

16.3.2. Emergency directions concerning all personnel at any time; and

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[1] 5 DCMR Sections 1306.8-1306.13 are as follows:

1306.8 Employees shall have the right to appeal below average or unsatisfactory performance evaluations.

1306.9 Except as provided in § 1306.3, appeal of a performance rating of "below average" or "unsatisfactory" shall be made in writing to the Superintendent of Schools within thirty (30) days of receipt of the contested evaluation.

1306.10 An appeal shall set forth the reasons for the appeal. Upon receipt of an appeal, the Superintendent may establish an Impartial Review Board consisting of three persons.

1306.11 The Impartial Review Board shall be responsible for reviewing, on behalf of the Superintendent, the information available concerning performance of the individual.

1306.12 The Superintendent of Schools shall advise the employee, in writing, of the disposition of the contested evaluation.

1306.13 Any further appeal from the decision of the Superintendent by the employee shall be to the D.C. Office of Employee Appeals, pursuant to procedures established by that office.

16.3.3. Individual communications of any emergency nature to any given room only when time is an essential factor.

16.4. 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).

16.5. 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.

16.6. 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.

16.7. Solicitation of Money

16.7.1. Solicitation of teachers in any school building for contributions or donations shall be limited to announcement of opportunities for such contributions.

16.7.2. Teachers shall not be required to collect money for any non-school-related organization.

16.8. Emergency School Closing

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

16.9. 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.

16.10. DCPS shall not hold a Teacher responsible for any injury to a student, which the Teacher could not reasonably prevent.

16.11. Department Chairpersons

16.11.1. Department Chairpersons who receive a stipend shall be chosen from the current staff by the following process:

16.11.2. 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.

16.11.3. The Personnel Committee shall make a final recommendation to the Supervisor, who shall make the final decision.

16.11.4. 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.

16.11.5. 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.

16.11.6. Specific duties, responsibilities and requirements shall be developed for department and grade-level chairpersons by the Office of Human Resources.

16.12. Safe Conditions in Schools

16.12.1. No class shall be held in any room or building where the teachers or children 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.

16.12.2. 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.

16.12.3. 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.

16.13. Personnel Committee

16.13.1. Each school will have a School Personnel Committee that will interview and recommend all candidates for any vacant positions at the school, except the selection of the Principal. After interviewing the candidates for any vacant positions, the Personnel Committee will rank all the candidates in order of preference using a consensus method. This recommendation will be forwarded to the Supervisor, who will consider the recommendation in making the hiring decision.

16.13.2. When DCPS determines an excess is necessary, the Personnel Committee will make a recommendation as to which Teachers is excessed based on consensus. This recommendation will be forwarded to the Supervisor, who will consider the recommendation in making the excessing decision. The Teachers in the affected area may submit evidence to the Personnel Committee for their consideration. An individual who is in the affected area shall recuse him or herself from the Personnel Committee for this decision.

16.13.3. The members of the Personnel Committee will include:

16.13.3.1. The Supervisor or his/her designee;

16.13.3.2. The WTU Building Representative or his/her designee;

16.13.3.3. 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 (e.g., custodians, paraprofessionals, etc.). However, in the event the Personnel Committee is considering excessing, the Personnel Committee will instead include any one Department Head or grade level chairperson, or his or her designee;

16.13.3.4. At least one additional Teacher, but not more than four (4), elected by the WTU chapter at the school; and

16.13.3.5. A parent of a current student mutually agreed upon by both the WTU Building Representative and the building Supervisor.

16.13.4. At any time, any School Personnel Committee member can excuse him or herself from any Personnel Committee business.

16.13.5. All Personnel Committee business shall be conducted in a confidential manner. All information received, discussed and/or disclosed during the

interview, hiring and excessing process shall be considered confidential, and will not be shared by any member of the Personnel Committee.. Nothing herein shall require DCPS to provide confidential personnel information to the Personnel Committee.

16.13.6. The WTU Building Representative shall ensure the election of the bargaining unit members on the Personnel Committee and call and conduct the meetings of the Personnel Committee. The Principal shall be responsible for reviewing the recommendations of the Personnel Committee and providing any required documentation of the Principal's decision. If the Personnel Committee fails to meet or act then DCPS will not be held responsible for the failure of the Personnel Committee to perform its duties under this section.

ARTICLE 17 - LEAVE POLICIES

17.1. 17.1 Sick and Emergency Leave

17.1.1. 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 recordkeeping purposes, one-half of the tour of duty is calculated as four hours. For leave implementation at the local school level one half, day of leave is equivalent to one half of the required work day, which equals three hours forty five minutes. Twelve (12) days (96 hours) of sick leave are posted at the beginning of each school year for ten (10) month teachers. Four (4) sick leave days may be used for general leave. General leave shall not be cumulative. Unused sick leave shall be carried forward from year to year.

17.1.2. In addition to the sick leave days, one day of "individual professional development leave" shall be posted at the beginning of each school year for all Teachers. 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 Chancellor and the President of the WTU shall mutually agree on the parameters associated with the use of "individual professional development leave."

17.1.3. 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 and EG-09). Four (4) sick leave days may be used for general leave. General leave shall not be cumulative. Unused sick leave shall be carried forward from year to year.

17.1.4. Thirteen and one half (13.5) days (108 hours) of sick leave are posted at the beginning of each school year for eleven (11) month teachers (ET 15/11). Four (4) sick leave days may be used for general leave. General leave shall not be cumulative. Unused sick leave shall be carried forward from year to year.

17.1.5. 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. (DCMR) 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.

17.1.6. 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.

17.1.7. In cases of emergencies, teachers may be required to submit appropriate documentation in support of such absences.

17.1.8. Teachers may be excused immediately from class, with charge to leave, for 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.

17.1.9. 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.

17.1.10. Use of Hourly Leave

17.1.10.1. Teachers shall be permitted to use hourly leave in one (1) hour and two (2) hour increments. DCPS and the WTU shall mutually agree on the format for the use of hourly leave and use of hourly leave shall be implemented no later than the beginning of the 2010-2011 school year.

17.1.11. Sick Leave Buy-Back Plan

17.1.11.1. Teachers who have perfect attendance (no absences and no use of sick leave during a given school year) shall have the right to return to DCPS all of the sick leave they accrued during the year.

17.1.11.2. A Teacher may elect to return to DCPS one half (1/2) of the sick

leave days accrued but not taken during the current year at the current daily rate of pay. Unreturned 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.

17.1.11.3. Teachers who return accrued sick leave in accordance with Sections 17.1.11.1 and 17.1.11.2 above shall be compensated at the daily rate of pay that corresponds to their annual salary.

17.1.11.4. All unused and unreturned sick leave shall be carried forward from year to year.

17.1.12. WTU Leave "Banks"

17.1.12.1. A Teacher "Sick Leave Bank" shall be operated under guidelines approved by DCPS and the WTU.

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."

17.1.12.3. A Teacher "Maternity/Paternity Leave Bank" shall be operated under guidelines approved by DCPS and the WTU.

17.1.12.4. Retiring Teachers who have excess leave days following their retirement calculation shall have the right to donate the excess leave days to the "Maternity/Paternity Leave Bank."

17.1.12.5. Guidelines and operating procedures for the "Maternity/Paternity Leave Bank" shall be developed during the 2009-2010 school year and retiring Teachers shall be eligible to donate excess leave days effective April 1, 2010. The WTU shall determine the starting date for bank use by Teachers.

17.2. General and Annual Leave

17.2.1. Twelve (12) month teachers (EG09) shall receive annual leave with pay for each calendar year, exclusive of Saturdays, Sundays and holidays as follows:

17.2.1.1. Teachers with less than three (3) years service shall receive thirteen (13) days;

17.2.1.2. Teachers with three (3) but less than fifteen (15) years of service shall receive twenty (20) days; and,

17.2.1.3. Teachers with fifteen (15) or more years of service shall earn twenty- six (26) days.

17.2.2. 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.

17.3. Funeral/Bereavement Leave

17.3.1. Teachers shall be granted up to a total of four (4) days of leave (in addition to sick leave) during each school year without loss of pay or benefits for funeral or bereavement purposes.

17.3.2. The above shall not preclude the use of sick leave if additional days are needed for funeral or bereavement purposes.

17.3.3. Unused funeral/bereavement leave shall expire at the conclusion of each school year.

17.4. Administrative Leave

17.4.1. 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.

17.4.2. Teachers who are authorized by DCPS 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.

17.4.3. 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.

17.4.4. 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.

17.4.5. A Teacher shall be granted a reasonable amount of time to present appeals in connection with adverse actions, grievances and discrimination complaints.

17.4.6. Leave shall not be charged when schools are closed to Teachers for emergency reasons.

17.4.7. 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.

17.5. Extended Leaves of Absence

17.5.1. 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 DCPS to permanent or probationary Teachers. Among the reasons, but not limited to, for which such leaves of absence may be used are the following:

17.5.1.1. Personal illness leave

17.5.1.2. Family care leave

17.5.1.3. Maternity leave

17.5.1.4. Paternity leave

17.5.1.5. Adoption leave

17.5.1.6. Educational leave with pay

17.5.1.7. Educational leave without pay

17.5.1.8. Military service leave

17.5.2. 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.

17.5.3. A Teacher returning from an extended leave, as defined in this section, shall have the right to return to his/her former or comparable position. The Teacher's return is not subject to mutual consent placement.

17.5.4. 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 DCPS.

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

17.6. Educational Leave With Pay

17.6.1. A permanent Teacher may be granted a leave of absence at the discretion of the Chancellor 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 DCPS.

17.6.2. 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.

17.6.3. All years of satisfactory service as a probationary/permanent Teacher in DCPS shall be credited in determining eligibility for leaves of absence for educational purposes, with or without pay.

17.6.4. Teachers on approved educational leave shall be required to notify DCPS by May 1 annually of their intent to return for the following fall semester, and by November 1 annually of their intent to return for the following spring semester.

17.7. Family and Medical Leave

Teachers 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.

17.8. Incarcerated Youth Program

In accordance with the MOA between DCPS and the Department of Corrections (DOC), Teachers working at the Incarcerated Youth program housed at DC Jail and the Correctional Treatment Facility shall be provided with paid vacation leave for the workdays between the end of the regular school year and the start of summer school, as well as 10 workdays of paid vacation leave immediately following the summer school session that ends in August of each school year. WTU and DCPS agree to continue discussions regarding implementation of hazardous duty pay for Teachers working in these correctional facilities.

17.9. WTU Service Leave

17.9.1. 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 WTU pursuant to D.C. Code § 1-612.03(p). Such leave of absence shall be renewable on an annual basis upon request of the Teacher and the President of the WTU.

17.9.2. Teachers shall be on a leave of absence from their positions as employees with DCPS and shall suffer no loss in benefits during their service, but the pay and benefits cost to DCPS shall be repaid by the WTU.

17.9.3. The annual term of WTU service leave shall be from July 1 to June 30.

17.9.4. Teachers shall be required to reapply annually for WTU service leave no later than June 1.

17.9.5. A Teacher returning from WTU Service Leave, as defined in this section, shall have the right to return to his/her former or comparable position.

17.10. Return to Classroom for Teachers in Central Office Programs

Until the Council of the District of Columbia approves this Agreement, Mentors, Instructional Coaches, and other Bargaining Unit Teachers who are serving in non- teaching positions shall have the right to return to their former assignment or a comparable assignment. It shall be the responsibility of the Chancellor to ensure appropriate placement.

ARTICLE 18 - BEHAVIOR MANAGEMENT AND STUDENT DISCIPLINE

18.1. Behavior Management and Student Discipline

18.1.1. 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 WTU shall develop and provide to the Chancellor a system-wide template that will include the required components of school discipline/behavior management plans along with models of best practices. DCPS shall distribute the template throughout the district by September 1.

18.1.2. 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 LSAT Chairperson/designee, the president of the local parent/teacher association/designee, a representative from building security, and the president of the student government association (if one exists) and others as determined by the consensus of the team.

18.1.3. 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 DCPS rules. During the 2010-2011 school year, this plan shall be submitted to a joint DCPS/WTU Committee (one person appointed by the President of the WTU, one person appointed by the Chancellor, and a mutually agreed upon neutral) by January 15, 2011. For each subsequent year, the plan shall be submitted to the joint committee within the first thirty (30) school days of each school year. The joint committee 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.

18.1.4. The local school's discipline and behavior management committee shall conduct training to implement its specific 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.

18.1.5. 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.

18.1.6. 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.

18.1.7. 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 DCPS.

18.1.8. 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.

18.1.9. 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.

18.1.10. 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.

18.1.11. 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.

18.1.12. 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.

18.2. Personal Injury Procedures

18.2.1. A Teacher 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).

18.2.2. 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.

18.2.3. DCPS shall provide the Teacher with administrative leave for court appearances related to such event.

18.3. Supports for Students

18.3.1. In an effort to help students make positive behavior choices, DCPS shall:

18.3.1.1. Pilot an advisory model that pairs Teachers (and other school adults) with small cohorts of students;

18.3.1.2. Pilot a new Student Support Team model (school-based committees that shall include administrators, Teachers, other school staff, and parents/guardians) to coordinate academic and behavioral interventions for students who are academically below grade level, chronically absent or tardy, or at-risk for grade-level retention; and

18.3.1.3. Pilot alternative school settings for students whose needs are not being met in the traditional classroom. These settings shall include, but shall not be limited to:

18.3.1.3.1. "Twilight programs" for secondary students who, due to retention, are significantly older than their peers; and

18.3.1.3.2. Alternative high schools designed to more strategically engage students in the learning process.

18.4. Supports for Teachers

18.4.1. Professional Development

18.4.1.1. DCPS shall provide professional development for all Teachers on student discipline. It shall provide training on:

18.4.1.1.1. How to keep students engaged in learning;

18.4.1.1.2. How to establish clear expectations, routines, rules, and consequences;

18.4.1.1.3. How to deemphasize inappropriate behavior by highlighting positive student choices;

18.4.1.1.4. How to effectively enforce consequences for inappropriate behavior in a manner that helps reduce confrontation; and

18.4.1.1.5. How to engage students' families in an effort to correct inappropriate behavior.

18.4.2. Other

18.4.2.1. DCPS shall also support Teachers and Schools by:

18.4.2.1.1. Streamlining student discipline procedures and paperwork;

18.4.2.1.2. Piloting a robust wraparound services model as a means of addressing the root causes of many student discipline issues;

18.4.2.1.3. Piloting other innovative models such as robust in-school suspension programs to help Schools better manage student discipline challenges; and

18.4.2.1.4. Ensuring the removal of severely disruptive students from the traditional classroom settings.

ARTICLE 19 - REPORTING STUDENT PROGRESS

19.1. Reporting Student Progress

19.1.1. 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 Supervisor or the Chancellor or her/his designee, unless the Teacher fails to adhere to the provisions above.

19.1.2. In the event a grade is challenged, the Supervisor shall immediately notify the affected Teacher of the challenge in writing. Such notice shall be appropriately documented by the Supervisor. The Supervisor and the Teacher shall meet to discuss and review the documentation substantiating the grade. If any grade modifications are made pursuant to the challenge process herein described, the relevant Teacher shall be notified in writing by the Supervisor prior to the change and include the reasons for the change.

19.1.3. 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 Chancellor 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.

19.1.4. Accurate and current records of student progress shall be maintained by teachers at all times in a manner determined by the Chancellor after collaboration and discussion with the WTU. Such records shall be available for examination by the students, parents, and Supervisors.

19.1.5. The Chancellor shall furnish sufficient storage, including folders and file cabinets, for the storing of documentation associated with student achievement.

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

19.2. Student Grades:

19.2.1. Teachers shall record student grades on the form provided by the Chancellor.

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.

19.2.2. 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.

19.2.3. Where applicable, teachers shall complete the report required by the Governing Licensure Board.

19.3. The Chancellor 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 Teachers. The Chancellor agrees to provide one-half (1/2) day of recordkeeping for the fourth advisory on or before the last day of school for teachers. DCPS shall provide sufficient time for Teacher recordkeeping during the workday, including use of the 30-minute morning block when necessary.

19.4. Promotion and Graduation

19.4.1. In each high school, the Supervisor will provide teachers with lists of students who are candidates for graduation within ten (10) days after the end of the 2nd advisory, within ten (10) days after the end of the 3rd advisory, and immediately upon the completion of the 4th advisory and before graduation ceremonies.

ARTICLE 20 - RELIEF FROM NON-TEACHING DUTIES

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

20.1.1. Any work in the roll book, including related Forms 1, 1A and 3.

20.1.2. Duty on buses carrying children between home and school.

20.1.3. School-wide detention.

20.1.4. Duties as to Impact Aid Forms, except distribution, collection and completion of the related membership form.

20.1.5. Duty on buses carrying children to and from school activities other than:

20.1.5.1. Activities initiated by the Teacher;

20.1.5.2. Activities beginning during the school day; and,

20.1.5.3. Class projects.

20.1.6. Clerical work as to health records on the secondary level.

20.1.7. Initial clerical entries on health records on the elementary level.

20.1.8. Initial clerical entries on cumulative records.

20.1.9. Clerical entries on permanent records in the senior high schools and career development centers.

20.1.10. 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.

20.1.11. Clerical duties with respect to questionnaires from non-DCPS sources.

20.1.12. Scoring citywide tests.

20.1.13. Collection of money:

20.1.13.1. In the middle, junior or senior high schools for any purpose;

20.1.13.2. In the career development centers for any purpose other than for shop work; and,

20.1.13.3. In the elementary schools for any purpose other than to collect insurance envelopes, and except in each case of Teacher initiated activities.

20.1.14. Clerical duties as to roster cards.

20.1.15. Clerical duties as to student schedule cards.

20.1.16. Keep school-wide inventories of supplies, equipment, and textbooks, which are not related to the Teacher's instructional program.

20.1.17. Monthly reports for all special education programs, except the updating of said forms as needed.

20.2. Educational aides and school assistants, who are assigned to the school, shall be scheduled to assist teachers with cafeteria and playground duty.

20.3. Teachers will not be required to fill out any forms unless they are official DCPS forms or forms required by a government agency or forms devised jointly by SCAC and the Administration.

ARTICLE 21 - ADDITIONAL SCHOOL FACILITIES

21.1. 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.

21.2. To encourage the use of technology in instruction and other instruction that requires extended room preparation, where possible DCPS shall assign each classroom Teacher a permanent individual classroom from which to provide classroom instruction to students. When the number of teachers exceeds the number of available classrooms, the SCAC and the building Supervisor shall ensure appropriate teaching facilities for teachers not assigned a permanent classroom.

21.3. Copying Facilities

21.3.1. DCPS shall provide Teachers with access, throughout the workday, at each school with an appropriate and functioning copying machine.

21.3.2. The copier shall be placed in a convenient location for Teachers' use and shall be sufficiently maintained and supplied.

21.3.3. The Supervisor and the SCAC shall jointly develop procedures to ensure equitable and appropriate use of the copy machine.

21.4. File Cabinets

21.4.1. The Supervisor shall provide each Teacher at her/his School with a file cabinet for the purpose of storing student papers

21.4.2. The Supervisor shall also provide each Teacher with a sufficient number of file folders

21.5. Personal Storage

21.5.1. 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. For classroom Teachers, these items shall be inside the classroom. For non-classroom Teachers the items shall be located within their assigned office. 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.

21.6. Teacher Lounge

21.6.1. Teachers shall have access to a lounge, exclusively for their use, in each School.

21.6.2. The SCAC shall develop policies and procedures for the use of the lounge.

21.7. Parking

21.7.1. Where possible, DCPS shall provide free parking to Teachers at each School.

21.7.2. When the School co-located with a charter school, Teachers shall have priority in parking unless a preexisting Agreement provides otherwise.

21.7.3. The Parties agree to explore means of providing free parking for Teachers when such parking is insufficient at a School.

ARTICLE 22 - STUDENT ACTIVITY FUND

22.1. 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 procedures for the allocation of this money in any school shall follow Section 22.2 through Section 22.7 of this Article.

22.2. 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.

22.3. "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.

22.4. Any funds raised under the conditions described in 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.

22.5. 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.

22.6. 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 in teachers' lounges 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. DCPS and the WTU agree that financial distribution of funds from vending machines SCAC teachers' lounges shall be in accordance with the memorandum of understanding between DCPS and WTU.

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

ARTICLE 23- POLICIES RELATING TO WORKING CONDITIONS OF TEACHERS

23.1. Work Year

23.1.1. ET-15 Teachers

23.1.1.1. The work year for 10-month ET-15 Teachers shall be one hundred ninety-two (192) days, of which not more than one hundred eighty-five (185) shall be Instructional Days.

23.1.1.2. DCPS shall have the right to extend the work year up to one hundred ninety-six (196) days, provided that each additional day beyond the one hundred ninety-two (192) days referred above is used for professional development jointly developed by DCPS and the WTU.

23.1.2. ET-15/11 Teachers

The work year for eleven-month Teachers shall be two hundred ten (210) days. ET 15/11 Teachers shall receive the same holidays and breaks as ET 15 Teachers, including July 4th, the day after Thanksgiving and winter and spring breaks.

23.1.3. ET-15/12 Teachers

The work year for twelve-month Teachers shall be 228 days. ET 15/12 Teachers shall receive the same holidays and breaks as ET 15 Teachers, including July 4th, the day after Thanksgiving and winter and spring breaks.

23.1.4. EG-09 Teachers

EG-09 Teachers shall receive the same holidays and breaks as ET 15 Teachers, including July 4th, the day after Thanksgiving and winter and spring breaks.

23.2. Work Day

23.2.1. The work day for ET-15 and ET-15/12 Teachers shall be seven-and-one-half (7.5) consecutive hours beginning no earlier than 7:30 AM and ending no later than 4:30 PM, inclusive of a duty-free lunch period, except as provided for elsewhere in this Agreement.

23.2.2. The workweek for EG-09 Teachers shall be forty (40) hours.

23.2.3. Individual Teacher schedules and the schedules of groups of teachers in their respective Schools may be adjusted but in no case shall a Teacher's schedule exceed the length of the workday specified above without the Teacher's

consent or as otherwise provided for in this Agreement.

23.3. Signing In and Out

23.3.1. Teachers shall, immediately upon their arrival, record in the main office of their School the time of their arrival, and shall report to their classroom or place duty at least thirty-five (35) minutes prior to the start of the official school day for students.

23.3.2. Teachers shall record in the main office of their School the time of their departure at the end of the school day.

23.3.3. Itinerant Teachers shall record the time of their arrival and departure in the main office of each of their assigned Schools.

23.3.4. Teachers shall not be required to use time clocks.

23.4. Leaving the School Building

23.4.1. Teachers shall have the right to leave the School building during their duty-free lunch period provided they return at the end of the lunch period in time to perform their scheduled duties and responsibilities.

23.5. Emergency School Closing

23.5.1. DCPS shall announce any emergency closing via the DCPS website at the earliest possible time.

23.5.2. DCPS shall also submit such announcements to the local media in a timely fashion.

23.5.3. Teachers shall not have their sick leave reduced as a result of emergency closings.

23.6. Planning Periods

23.6.1. Purpose

23.6.1.1. The Parties agree that planning periods shall be used for instructional purposes: planning lessons, reviewing student work, maintaining student records, holding conferences, and other similar activities.

23.6.2. Elementary Planning Periods

23.6.2.1. General Rules

23.6.2.1.1. All Teachers serving in elementary schools shall receive two hundred twenty-five (225) minutes per

week for planning periods.

23.6.2.1.2. The planning periods shall be scheduled during the normal workday, as defined in this Agreement.

23.6.2.1.3. The Supervisor, in consultation with the SCAC, shall implement the following options, in the order provided below, to achieve the two hundred twenty-five (225) minutes for planning periods. The Supervisor shall proceed to the next option only if the previous option cannot be achieved.

23.6.2.2. Options

23.6.2.2.1. Priority 1

23.6.2.2.1.1. Teachers receive 45-minute planning periods five days a week.

Frequency	Planning Period Length
5 Days of the Week	45 Minutes Per Day

23.6.2.2.2. Priority 2

23.6.2.2.2.1. Teachers receive planning time four days a week. Three days of 45 minute planning periods and one 90 minute planning period.

Frequency	Planning Period Length
3 Days of the Week	45 Minutes Per Day
1 Day of the Week	90 Minutes Per Day

23.6.2.2.3. Priority 3

23.6.2.2.3.1. Teachers receive planning time three days a week. One day of 45 minute planning period and two days of 90 minute planning periods

Frequency	Planning Period Length

1 Day of the Week	45 Minutes Per Day
2 Days of the Week	90 Minutes Per Day

23.6.2.2.3.2. OR two days of 45 minute planning periods and one day of 135 minute planning period.

Frequency	Planning Period Length
2 Days of the Week	45 Minutes Per Day
1 Day of the Week	135 Minutes Per Day

23.6.2.2.4. Priority 4

23.6.2.2.4.1. 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.

23.6.2.2.4.2. 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.

23.6.2.2.4.3. 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.

23.6.2.2.4.4. 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.

23.6.2.2.4.5. One example of priority 4 shown below:

Frequency	Planning Period Length
3 Days of the Week	45 Minutes Per Day

3 Days of the Week	30 Minutes Day (During the Thirty-Minute Morning Block)

23.6.2.2.4.6. 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.

23.6.3. All special subject classes will begin on the first day of school.

23.6.4. In instances where a special subject Teacher is not available to provide coverage for a Teacher's scheduled planning period, the building Supervisor shall:

23.6.4.1. Seek a substitute;

23.6.4.2. Utilize an alternative planning schedule; and/or

23.6.4.3. Implement an alternative planning mechanism to be determined by the Supervisor and the SCAC.

23.6.5. Secondary Planning Periods

23.6.5.1. 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.

23.6.5.2. The planning periods shall be scheduled during the normal workday, as defined in this Agreement.

23.7. Lunch Period

23.7.1. Secondary Schools

23.7.1.1. In 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.

23.7.2. Elementary Schools

23.7.2.1. 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 cases, 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.

23.7.3. Special Education City-Wide Schools

23.7.3.1. In the Special Education City-Wide 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 cases, 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.

23.7.4. Career Development Centers/Vocational Programs

23.7.4.1. In these 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.

23.7.4.2. Whenever possible, teachers with double shops in the career development centers/vocational programs will be relieved of section duties.

23.7.4.3. In the career development centers/vocational programs, each Teacher shall have a duty-free lunch period of a full teaching period.

23.7.4.4. 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.

23.8. Thirty-Minute Morning Block

23.8.1. The Thirty-Minute Morning Block shall be defined as the period from 8:10 AM until 8:40 AM for all DCPS schools that operate under a traditional instructional schedule (8:45 AM to 3:15 PM).

23.8.2. The Thirty-Minute Morning Block shall be defined as the thirty (30) minutes prior to a five-minute period before the start of the school day for students for all DCPS schools that operate under a non-traditional instructional schedule (anything other than 8:45 AM to 3:15 PM).

23.8.3. Each School shall establish a Morning Block Team (MBT), which shall consist of the Supervisor (or her/his designee), the Building Representative (or her/his designee), the Instructional Coach, all department and grade level chairs, and other Teachers as designated by the Supervisor or the Building Representative.

23.8.4. Morning Blocks that are not reserved for Teacher-initiated individual or collaborative planning will be principal-led. The MBT shall develop a Morning Block plan and a monthly calendar for the principal-led Morning Block that shall be provided to all Teachers. The Morning Block plan shall include schedules, procedures, and substantive details, and developed with faculty input.

23.8.5. Two 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:

23.8.5.1. Collaborative planning among Teachers, which may include:

- Analysis of student data;
- Sharing of best practices;

- Implementation of the DCPS standards-based curricula;
- Alignment of instruction with assessments; and
- Discussion of educational issues.

23.8.5.2. Individual Teacher planning, which may include:

- Lesson preparation;
- Instructional material development;
- Providing student feedback;
- Recordkeeping; and
- Professional development

23.8.6. If a Supervisor causes a Teacher to lose a Morning Block, the Teacher shall receive compensation for the additional workload using Administrative Premium.

23.8.7. The Parties agree to provide training on collaborative planning to Teachers and Supervisors.

23.9. Conference with Parents

23.9.1. 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 may be accomplished by personal appointment, parent-Teacher conference meetings, home visits, and e-mail or telephone conversations. In order to contact parents, DCPS shall provide a sufficient number of dedicated phones for Teachers.

23.9.2. 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. 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.

23.10. Shared Scheduling

23.10.1. Teachers who are shared between two (2) Schools shall alternate between the Schools in the following manner:

23.10.1.1. During “Week 1,” such Teachers shall report for three (3) full days to Site A, and then for two (2) full days to Site B.

23.10.1.2. During "Week 2," such Teachers shall report for two (2) full days to Site A, and then for three (3) full days to Site B.

23.10.1.3. Such Teachers shall mutually determine with their Supervisors which School shall be Site A and which shall be Site B.

23.10.1.4. The provisions above shall be strictly adhered to unless the Teacher and her/his Supervisors mutually agree to an alternate arrangement.

23.11. Faculty Meetings

23.11.1. DCPS and the WTU agree that faculty meetings shall encourage dialogue between the Supervisor and Teachers on all matters related to the School. To this end, both the Supervisor and Teachers shall be free to discuss matters of concern at such meetings.

23.11.2. The Supervisor shall have the right to call one (1) required general faculty meeting per month.

23.11.3. The Supervisor shall have the right to call one (1) additional required general faculty meeting in the months of September and June, as necessary.

23.11.4. The Supervisor shall have the right to call one (1) additional required general faculty meeting in all other months of the school year, provided that:

23.11.4.1. The Supervisor fully complies with his or her requirement to schedule and meet monthly with the SCAC, pursuant to Section 9.1.;

23.11.4.2. The Supervisor consults with the SCAC on the dates and times of the additional meetings;

23.11.4.3. The Building Representative (or her/his designee) is afforded no less than ten (10) minutes during each meeting to discuss WTU related business; and

23.11.4.4. At least two of the additional meetings are for faculty discussion of and input into the Local School Plan and the School Budget, of which:

23.11.4.4.1. One (1) shall be during the development phase; and

23.11.4.4.2. One (1) shall be after the Supervisor finalizes the Local School Plan and the School Budget, but prior to her/his submitting them to DCPS.

23.11.5. 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.

23.11.6. The Supervisor shall provide to Teachers an agenda at least twenty-four (24) hours in advance of each faculty meeting.

23.11.7. No faculty meeting shall exceed one (1) hour in duration, nor extend beyond 4:30 PM, unless mutually agreed to by the Supervisor and the Building Representative.

23.11.8. Nothing in this article shall prevent the Supervisor from calling additional meetings for Teachers to attend on a voluntary basis.

23.12. Non-Instructional Days Prior to the First Day of School for Students

23.12.1. The Supervisor shall have the right call one (1) mandatory, introductory meeting for Teachers during the non-instructional days that precede the first day of school for students. This meeting shall be no more than three (3) hours in length, unless the SCAC and the Supervisor mutually agree to an extension.

23.12.2. Teachers shall be provided with a minimum of one and half (1.5) days for planning and room preparation.

23.13. Class Size

23.13.1. Except as provided in Section 23.13.3, maximum class size shall not exceed the following:

Class Type	Maximum Size
Pre-Kindergarten Without an Aide	15
Pre-Kindergarten With an Aide	20
Kindergarten Through Grade 2	20
Grades 3 Through 12	25
Remedial Classes	12
Career and Technology Education	18

23.13.2. Special Provisions for Classrooms that Serve Students with Disabilities

23.13.2.1. Self-Contained Classrooms

When the Least Restrictive Environment (as defined by the Individuals with Disabilities Education Act) is a self-contained

classroom, maximum class size shall not exceed the following:

Class Type	Maximum Size
Autism	6
Emotional Disabilities	8
Hearing Impairments/Deafness	5
Mental Retardation (Mild/Moderate)	12
Mental Retardation (Severe)	6
Mental Retardation (Profound)	4
Orthopedic Impairments	10
Physical Disabilities	4
Speech/Language Impairments	12
Traumatic Brain Injury	10
Visual Impairments/Blindness	5

23.13.2.2. Learning Centers

When the Least Restrictive Environment (as defined by the Individuals with Disabilities Education Act) is a Learning Center, maximum class size shall not exceed the following:

Class Type	Maximum Size
Learning Center	10

23.13.2.3. Inclusion

Due to the complexities of class size provisions in any contract, the WTU and DCPS agree to form a committee to review the possibility of developing and using a "weighted formula" for determining appropriate class size in DCPS. In addition, this committee will recommend solutions when DCPS is unable to meet the class size provisions.

23.13.2.4. IEP Caseloads

Individual Education Plan (IEP) caseloads shall not exceed fifteen (15) per Teacher.

23.13.3. An acceptable reason for altering the class size may be any of the following:

23.13.3.1. Lack of sufficient funds for equipment, supplies, or rental of classroom space;

23.13.3.2. Lack of classroom space and/or personnel available to permit scheduling of any additional class or classes in order to reduce class size;

23.13.3.3. Conformity to the class size objective because it would result in the organization of half or part time classes;

23.13.3.4. A class larger than the above is necessary and desirable in order to provide for specialized or experimental instruction;

23.13.3.5. Placement of pupils in a subject class for which there is only one (1) on a grade level;

23.13.3.6. Size of specific classroom space is inadequate.

23.14. Teaching Assignments

23.14.1. Teachers may express in writing to the Supervisor their preference of grade assignment in the elementary school and subject assignment in the secondary school. If a Teacher does not receive his/her requested assignment, he/she shall be so notified in writing with the reason(s) stated.

23.14.2. Teachers' programs will be established in accordance with the following guidelines:

23.14.2.1. Teachers' abilities and preparation shall be a prime consideration;

23.14.2.2. The number of different rooms in which assignments occur for a Teacher shall be held to the minimum;

23.14.2.3. Equitable standards shall be applied within a school for exemptions from homeroom and building assignments; and,

23.14.2.4. 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.

23.14.3. Teachers shall have the opportunity to express their preference of assignment to school committees and other extracurricular 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.

23.14.4. 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.

23.14.5. 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.

23.14.6. In the secondary schools, efforts shall be made to keep the number of lesson preparations to a minimum, consistent with an effective teaching program.

23.14.7. A secondary Teacher may be assigned to a duty in lieu of a teaching period.

23.15. Non-Traditional Scheduling

23.15.1. The SCAC must consider requests for non-traditional scheduling.

23.15.2. If the SCAC recommends the implementation of such nontraditional 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.

23.15.3. 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.

23.15.4. Teachers who are unable to adapt to non-traditional scheduling shall be permitted to seek a voluntary transfer to another school in accordance with Teacher Transfer Policy.

23.15.5. Secondary Schools include high schools, junior high schools, grades 6, 7 and 8 in middle schools and educational centers.

23.16. Substitute Service

23.16.1. Teachers shall not be required to obtain their own substitutes.

23.16.2. DCPS shall make every effort to provide substitute service for every absence of a Teacher, provided the Teacher notifies her/his Supervisor of the absence in accordance with the rules established in this Agreement.

23.16.3. In cases when a Teacher fails to notify her/his Supervisor of the absence in accordance with the rules established in this Agreement, DCPS shall make a concerted effort to provide a substitute, but shall be under no obligation to do so.

23.16.4. Except where it is not possible to do so, Teachers shall have available for substitute teachers current class lists, lesson plans, and other appropriate

materials to enable the substitute Teacher to carry out her/his duties.

23.16.5. DCPS agrees to review and revise, in collaboration with the WTU, the recruitment, training, and evaluation of substitute teachers with the goal of ensuring a highly effective substitute pool of sufficient size to support Teachers.

23.17. Class Coverage

23.17.1. In emergencies and in cases when substitute service cannot be obtained for an absent Teacher, other Teachers may be required to provide class coverage.

23.17.2. If a Teacher notifies the principal or his designee less than twenty-four (24) hours before the start of the Teacher's tour of duty that he/she will be absent, that shall constitute an emergency. In such cases, the principal will make a concerted effort to find a substitute.

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.

23.17.4. The Supervisor and the SCAC shall jointly develop procedures for assigning class coverage on a voluntary basis, except as provided below.

23.17.5. 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 the following sections:

23.17.5.1. Secondary Level and Block Schedules

23.17.5.1.1. 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 receive compensation for the additional workload using Administrative Premium.

23.17.5.1.2. The Chancellor and WTU agree to jointly update the Pro Rata Pay Scale covering secondary schools with traditional class schedules (5 teaching periods) and those with block or modified block schedules in accordance with the current Administrative Premium rate.

23.17.5.2. Elementary Level

23.17.5.2.1. 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 Administrative Premium 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.

23.17.5.2.2. 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 receive compensation using Administrative Premium.

23.17.5.2.3. 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.

23.17.6. DCPS and WTU will execute a Memorandum of Understanding that further defines pay for coverage, loss of planning time, and loss of lunch time.

23.18. Lesson Plans

23.18.1. Daily, unit, and long-term lesson plans shall be required of each Teacher and such plans shall be available for review by the principal/Supervisor at any time upon his/her request. The Supervisor shall be permitted to make a copy of the lesson upon 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.

23.18.2. Teachers shall not be required to submit daily, weekly, unit or long-range lesson plans on a regular basis. However, if the Supervisor determines as a result of the DCPS evaluation process that a Teacher has an average score of less than 2.5 in Planning domain of the Teaching and Learning Framework, then the Supervisor may require the Teacher to submit daily lesson plans for review and comment until such time that the Teacher's planning has satisfactorily improved. In such cases, the Supervisor must suggest how the

lesson plans can be improved.

23.18.3. Lesson plans do not determine a Teacher's effectiveness; therefore, they shall not be used in isolation to determine a Teacher's effectiveness.

23.18.4. DCPS shall develop the lesson plan template in collaboration with the WTU.

ARTICLE 24 - AUXILIARY AND ANCILLARY SERVICES

24.1. Library Media Specialists

24.1.1. The District of Columbia Public Schools shall maintain library and media center facilities.

24.1.2. When funds are specifically allocated, clerical assistance shall be provided for all Library Media Specialists.

24.1.3. Library Media Specialists shall not be assigned non-Library Media Specialist duties, which will cause the closing of the library.

24.1.4. Where there are two (2) or more professional staff personnel assigned to a media center or library, the Library Media Specialist with building seniority shall be designated as team leader if the performance ratings are equal.

24.1.5. Library Media Specialists shall be given the opportunity to acquire the necessary training for handling non print materials, provided funding is available.

24.1.6. When libraries are established, the standards of the American Library Association shall be considered.

24.1.7. Continuous access to the library collections and flexible scheduling may 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 Library Media Specialist-media specialist.

24.1.8. School Library Media Specialists shall arrange cooperative meetings and/or conferences with faculty Teachers during the employee's workday. These meetings and/or conferences shall be to discuss issues, books, materials and other business pertinent to the professional Library Media Specialist's and Teacher's mission of providing the highest quality of education to DCPS students. The goal is to implement the most efficient and effective use of the library as a learning and resource center.

24.1.9. Library Media Specialists are integral Teachers of the teaching function in

the DCPS. Library Media Specialists 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.

24.1.10. The Supervisor and Library Media Specialist (LMS) shall meet and jointly develop annually the library media program including a flexible scheduling model based on best practices in accordance with the standards of the American Library Association. Should the Supervisor and Library Media Specialist fail to mutually agree on the library media program, the Director of Library Services shall be available upon request from the Supervisor or Library Media Specialist to assist with the design and implementation of an effective library media program in accordance with best practices and standards of the profession.

24.2. Counselors

24.2.1. When funds are specifically allocated, clerical assistance shall be provided for all counselors.

24.2.2. Counselors' duties and DCPS counselor standards shall be related solely to the standards of the American School Counselors Association.

24.2.3. 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.

24.2.4. In all schools, DCPS, within budget limitations, will work toward providing one counselor for every two hundred fifty (250) students or major fraction thereof.

24.2.5. Counselors shall be provided with a telephone in the counselor suite/area and, where possible, a direct line.

24.2.6. 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.

24.2.7. DCPS and the WTU agree that school counselors must be provided local school benchmark data deadlines in a timely matter in order to support timely submission or inputting of required data. To this end, DCPS shall request that supervisors provide school counselors critical benchmark data deadlines upon receipt.

24.2.8. All Senior High School 10-month counselors who desire to be converted to 11- month counselors shall be entitled to such conversion during the 2010-2011 school year.

24.2.9. For school year 2010-2011, if there is an insufficient number of 10-month counselors who wish to convert to 11-month counselors, DCPS may designate one of the counseling positions or up to 50% of the existing counseling positions at the school as 11-month counselors (ET15-11). These counselors shall be paid on a prorated basis based on their current salary. For school years 2011-2012 and beyond, all high school counseling positions will be 11 month positions.

24.2.10. In such cases, the selection of the 11-month counselor shall be determined by the principal based on the recommendation of the school's Personal Committee. If there are an insufficient number of counselors who volunteer to convert to 11- month positions within a school, DCPS shall make the position available to other senior high school certified counselors currently employed within DC Public Schools. If there are not enough senior high applicants, DCPS shall make the position available to other certified counselors within DCPS. If there exists an insufficient number of voluntary 11-month counselors within the school system, DCPS shall have the authority to hire 11-month counselors from outside of the system to meet the programmatic needs of the school system.

24.2.11. If there exists an insufficient number of voluntary 11-month counselors within the school system, DCPS shall have the authority to hire 11-month counselors from outside of the system to meet the programmatic needs of the school system

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

24.3.1. All Related Service Providers, covered under this section, shall perform duties related to their special field, except as otherwise provided in this Agreement.

24.3.2. DCPS Related Service Provider standards shall consider the standards of the American Speech and Hearing Association, the National Association of Social Workers, and the National Association of School Psychologists.

24.3.3. 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.

24.3.4. 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.

24.3.5. 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.

24.3.6. A Related Service Provider who is required to appear at a placement meeting, an assessment, a disciplinary hearing or a due process hearing shall have the opportunity to consult with the designated representatives of DCPS in advance of the event.

24.3.7. 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.

24.3.8. Protocols for all related service providers shall be provided by the DCPS Office of Special Education.

24.3.9. In accordance with the procedures outlined in this Agreement, the local school Supervisor shall provide funding for supplies to all related service providers assigned to his/her school.

24.3.10. Related service providers shall be provided a room with confidential access to an operational telephone and computer.

24.3.11. Assignment of caseloads to related service providers shall be done in an equitable manner. The Office of Special Education will address disputes regarding equity in caseload assignments for service providers on a case-by-case basis.

24.4. Visiting Instruction Service (VIS)

24.4.1. The workday 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.

24.4.2. One (1) afternoon per week shall be devoted to record keeping, meetings, planning, and any other relevant activities toward improving the instructional program.

24.4.3. Weekly teaching schedules must be updated promptly. If no changes occur during the week, such notation shall be recorded.

24.4.4. Teachers assigned full-time to child-oriented hospitals or institutions shall adjust their teaching schedules in consultation with their Supervisor.

24.4.5. 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.

24.4.6. When conditions indicate, the Teacher may require adult supervision in the home while instruction is taking place.

24.4.7. Daily attendance records noting teachers' time of arrival with signature of parent or guardian and/or pupil shall be submitted to the Supervisor weekly.

24.4.8. An orientation of at least 3 days shall be provided for all new teachers in the VIS program.

24.4.9. 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.

24.5. Special Education Teachers

24.5.1. 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)

24.5.2. The Division of Special Education will disseminate to special education teachers any federal and state guidelines, which affect the operation of their program.

24.5.3. 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 Chancellor.

24.5.4. 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.

24.5.5. The annual IEP caseload for special education teachers shall not exceed 15 per Teacher, except by mutual Agreement between the Supervisor and special education Teacher. If Teacher agrees to complete more than 15 IEPs annually, the Teacher shall receive administrative premium at the rate of three (3) hours per additional IEP.

24.5.6. Upon request by a Teacher, including general education teachers, the Supervisor shall make available for review by the Teacher the IEP of each special needs student assigned to that Teacher for instruction.

24.5.7. DCPS and the WTU agree to establish a Joint Special Education Committee

to develop policies and procedures that will support effective implementation of inclusion/inclusive instruction.

24.6. Special Subject Teachers

24.6.1. All special subject teachers assigned to a single school building shall be required to perform all the duties regular teachers are expected to perform.

24.6.2. Itinerant special subject teachers shall not be required to perform any of the following:

24.6.2.1. Answering of telephones; or

24.6.2.2. General clerical work.

24.6.3. 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.

24.6.4. The duties of the special subject teachers shall be based on the guidelines for special subject and resource teachers.

24.6.5. 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 25- SUPPLIES, EQUIPMENT, TEXTBOOKS, TECHNOLOGY, AND RELATED EDUCATIONAL MATERIALS

25.1. Definition

25.1.1. For the purposes of this Article, “instructional resources” shall refer to basic office supplies (e.g., paper, pencils, pens), textbooks, curricular support materials (e.g., math manipulatives, lab equipment, literacy kits), instructional technology (e.g., computers, interactive white boards, student response systems), and other education-related materials.

25.2. Inventory and Distribution of Existing Instructional Resources

25.2.1. Prior to the first day of school for students, the Supervisor (or her/his designee) and the SCAC shall prepare an inventory of the School’s existing instructional resources and shall develop procedures for the equitable distribution of these resources.

25.2.2. The Supervisor (or her/his designee) and the SCAC may elect to reserve a

certain portion of the existing inventory for distribution at later points in the year.

25.2.3. The Supervisor shall provide a copy of the inventory and the distribution procedures to all Teachers on the first day of school for students.

25.3. Acquisition of New Resources

25.3.1. No later than September 30, the Supervisor shall meet with the SCAC to review the School's budget for instructional resources and to develop procedures for the equitable and instructionally appropriate use of these funds.

25.3.2. Included in the procedures shall be rules governing how Teachers shall submit their specific resource requests to the Supervisor.

25.3.3. Also included shall be a stipulation that, whenever the Supervisor is unable to fulfill a resource request, s/he shall provide a written explanation.

25.3.4. No later than October 15, the Supervisor shall meet with all Teachers to review the budget for instructional resources and to discuss the procedures pertaining to the use of the budget

25.3.5. A written copy of the budget and the procedures shall be provided to all Teachers prior to the meeting.

25.4. Supply Room

25.4.1. The Supervisor shall provide a supply room in each School for the storage of instructional resources.

25.4.2. The Supervisor and the SCAC shall jointly develop procedures governing access to the supply room during the meeting referenced in Section 25.3.1.

25.5. Special Provision for Textbooks

25.5.1. The Supervisor shall ensure that all Teachers, including those without classrooms of their own, have adequate storage space for textbooks.

25.6. Special Provisions for Instructional Technology

25.6.1. The Chancellor and the President of the WTU agree to work cooperatively to ensure that each Teacher has, for instructional purposes, a designated computer (preferably a laptop) as well as Internet access, as soon as possible after this Agreement takes effect.

25.6.2. When a Teacher transfers from one work location to another, DCPS shall provide the Teacher with an operational computer at the new worksite within

thirty (30) calendar days.

25.6.3. In addition, the Parties agree to work cooperatively to develop an Instructional Technology Plan for DCPS that shall include strategies to:

25.6.3.1. Acquire a sufficient number of computers for student use;

25.6.3.2. Acquire other instructional technologies such as LCD projectors, interactive whiteboards, electronic student response systems, opaque document projects, etc.;

25.6.3.3. Improve the availability, reliability, and speed of Internet access in all Schools;

25.6.3.4. Train Teachers in the use of instructional technology; and

25.6.3.5. Ensure regular maintenance of all instructional technology.

25.7. The Chancellor and President of the WTU shall appoint a Joint Committee to develop uniform standards for classroom resources. The Joint Committee shall provide opportunities for teachers and other educational stakeholders to give input during the process and shall make its final recommendations to the Chancellor and WTU President no later than March 31, 2010. The standards developed by the Joint Committee and approved by the Chancellor and WTU president shall be the standards of classroom resources for a DCPS "Certified Classroom." DCPS agrees to fund the "Certified Classroom" standards of resources annually to the extent possible. DCPS and the WTU shall mutually develop and agree on a process for monitoring the implementation of "Certified Classroom' resource standards in all DCPS classrooms.

25.8. No Teacher shall receive discipline or endure intimidation of any kind because, through no fault of the Teacher, the technology (including, but not limited to, computers, software, hardware, printers, copiers) necessary to perform his/her duties is not available when needed by the Teacher.

ARTICLE 26 - SUPERVISORY RELATIONSHIPS

26.1. Supervisory Relationships

26.1.1. Teachers shall have the right to know the names, titles, and reporting relationships of all personnel exercising direct, indirect, technical or administrative supervision over them.

26.1.2. The Supervisor shall furnish Teachers with this information upon request.

ARTICLE 27 - EXTRA DUTY PAY ACTIVITIES

27.1. The WTU and DCPS agree to establish a joint committee to review all policies and make recommendations to the Chancellor and WTU President regarding extra duty assignments, including compensation, no later than May 30, 2010. The current extra duty pay policies and compensation will remain in effect until the joint committee has made its recommendations to the Chancellor and WTU President and those recommendations have been accepted by the Chancellor and WTU President and subject to certification of available funds by the Chief Financial Officer of the District of Columbia.

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

27.3. 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.

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

27.4.1. 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.

27.4.2. 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 qualified Teacher from another school may be utilized after Agreement between the concerned Supervisors and the qualified Teacher from another DC Public School. If in any school year there is no qualified Teacher in the DCPS system available to conduct a specific needed extra-duty pay activity, the Supervisor may appoint a qualified applicant from outside the school system. Such appointment of a non-Teacher shall be for the current school year only and shall be made only after DCPS has advertised the specific extra duty pay position to all Teachers throughout the system and no qualified Teacher applicants are available.

27.4.3. 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.

27.4.4. 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.

27.4.5. 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.

27.4.6. 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.

ARTICLE 28- PERSONAL AFFAIRS DURING NON-DUTY HOURS

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

28.2. 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 29 - SUMMER AND PART-TIME SCHOOLS AND PROGRAMS

29.1. 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.

29.2. 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 the Definitions section, shall be the prime consideration in employment if all other factors are equal.

29.3. 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.

29.4. 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.

29.5. 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.

29.6. Sections 29.1 – 29.6 shall not apply to those teachers who are declared excess and are qualified for the positions.

29.7. 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 this Article.

ARTICLE 30 - MEETINGS ON POLICY MATTERS

30.1. The WTU and DCPS 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 DCPS or its designee

and the WTU.

ARTICLE 31 - COPY OF AGREEMENT

31.1. The WTU and the DCPS shall each pay half of the full cost of the printing of this Agreement by a union printer for distribution to all Teachers.

ARTICLE 32 - TAX-SHELTERED ANNUITY

32.1. The WTU 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 33 - NO STRIKE CLAUSE

33.1. During the life of this Agreement, the WTU shall not cause, support, encourage or authorize any Teacher to participate in any cessation of work through slowdown, strike, work stoppage, or other similar activity.

33.2. If a strike, slowdown, stoppage of work, or other similar activity were to occur, the WTU's agents shall, upon notification of such activity by the Chancellor, immediately and publicly declare as illegal all such activity and shall order Teachers to terminate such activity. Failure of the WTU's agents to do so shall constitute a violation of this Agreement.

33.3. For the purposes of this Agreement, 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.

33.4. Any Teacher who participates in any slowdown, strike, work stoppage, or other similar activity 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 the strike, work stoppage or slowdown.

ARTICLE 34 - CONFORMITY TO LAW-SAVING CLAUSE

34.1. 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.

34.2. 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 35 - MATTERS NOT COVERED

35.1. 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 36- COMPENSATION

36.1. The effective date for all across-the-board base salary increases in this Agreement shall be October 1 for each year of this Agreement.

36.2. Base Salary Increases

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

FY20	FY21	FY22	FY23
2%	2.5%	3.5%	4%

36.2.2. The 2019-2022 raises shall be paid retroactively 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 2019-2022 school years, and the estates of all WTU bargaining unit members who died during the 2019-2022 school years, in accordance with D.C. Official Code 1-611.06(d).

36.2.3. For the 2022-2023 school year, all DCPS employees who are members of the WTU bargaining unit shall receive a retention bonus of 4.0%. The Agency shall use its best efforts to pay the bonus within 30 days of approval by the Council of the District of Columbia of this agreement.

36.2.4. The Parties agree that in the 2022-2023 and 2023-2024 school years, WTU bargaining unit members in "hard to fill" positions shall receive a $1,500 retention bonus. Hard to fill positions are defined as Social Worker, Psychologist, Special Education, Math/Science, World Languages, Speech Pathologist, Occupational Therapist, Physical Therapist, and ESL/ESL Itinerant.

36.2.5. For the 2022-2023 and 2023-2024 school years, WTU bargaining unit members taking on the following key duties will receive an annual stipend of $1,500:

36.2.5.1. Special Education Designees, LEA Representatives, and Case Managers: manage specialized duties related to legal compliance and service delivery

36.3. DCPS shall implement an individual performance-based pay and/or bonus system in the fall of 2010 in collaboration with the WTU that results in Teachers in the system being among the highest compensated educators in the nation.

36.3.1. The system shall be based on the following parameters:

36.3.1.1. The program shall be constructed to support improved achievement for all students.

36.3.1.2. DCPS and the WTU shall collaborate on the development, implementation and restructuring of the program and the related support mechanisms.

36.3.1.3. DCPS shall provide a strong base pay structure including competitive benefits.

36.3.1.4. DCPS and the WTU shall collaborate on the development and ongoing improvement of a dynamic set of instructional and performance standards for all Teachers in the program.

36.3.1.5. A significant amount of professional development shall be provided to all Teachers and administrators on the instructional, performance, and program standards.

36.3.1.6. All Teachers may qualify for the individual performance-pay system and the program shall not use quotas for budgeting purposes.

36.3.1.7. The best programs are easily understood and focus on causal effect.

36.3.1.8. The components of the individual performance-pay system shall be interdependent.

36.3.1.9. Funding for this program, as well as the Together Everyone Achieves More (TEAM) awards, shall be sufficient and stable.

36.3.1.10. DCPS shall provide the infrastructure necessary to sufficiently run the individual performance-pay system.

36.4. The individual performance-based pay system shall be on a voluntary "qualify-in" basis, with the qualifications including student growth for tested and non-tested grades and subjects and not requiring permanent status Teachers to relinquish their tenure.

36.5. DCPS shall collaborate with the WTU on the expansion of the Together Everyone Achieves More (TEAM) school-wide bonus program (originally defined by the December 17, 2007 Memorandum of Agreement between DCPS and the WTU) by broadening eligibility requirements based on a growth metric.

36.6. Salary Step Hold

36.6.1. Teachers who receive an evaluation score of Minimally Effective shall be held on their current salary step.

36.6.2. Such Teachers who earn an evaluation scored of Effective or higher shall be

immediately moved to the next step.

36.7. Service Credit

36.7.1. Teachers shall receive a service credit of up to nine (9) years for:

36.7.1.1. Each year of comparable, satisfactory, full-time service in another school system, as determined by DCPS; and

36.7.1.2. Each year of work in another field deemed applicable to education, as determined by DCPS.

36.8. Administrative Premium

36.8.1. Administrative premium shall be provided to Teachers for participating in:

36.8.1.1. Summer School;

36.8.1.2. Saturday School;

36.8.1.3. After-school programs;

36.8.1.4. Class coverage; and

36.8.1.5. Other eligible activities, approved by the Supervisor or DCPS.

36.8.2. Administrative premium shall be provided at $60/hr starting in the 2022-2023 school year.

36.9. Extra Duty Pay

Extra-duty pay shall remain at the levels in effect as of the 2021-2022 school year until changes are mutually agreed to by the Parties.

36.10. Department and Grade Level Chair Stipends

36.10.1. All secondary Department Chairs shall receive an annual non-pensionable stipend at $2,500 starting in the 2022-2023 school year.

36.10.2. The Parties agree to discuss additional compensation options for elementary Grade Level Chairs.

36.11. Reimbursement for Travel

Itinerant Teachers shall be provided Metro fare or reimbursement for required use of a vehicle at the Internal Revenue Code's recognized reimbursement rate. Teachers using privately owned vehicles must obtain authorization through their immediate

Supervisor and submit the required documentation of travel.

36.12. Reimbursement for Tuition Expenses

36.12.1. A Teacher who is enrolled in graduate coursework or a relevant dual certification program shall be reimbursed at the rate of $200 per credit hour, not to exceed $1,800 per year, provided:

36.12.1.1. The Teacher has not been subject to a discharge for misconduct that has been upheld;

36.12.1.2. The Teacher's most recent evaluation score is Effective or higher;

36.12.1.3. The Teacher is "Certified" (as determined by the District of Columbia Office of the State Superintendent of Education);

36.12.1.4. The coursework is for an advanced degree or as part of a relevant dual certification program;

36.12.1.5. The program is approved by DCPS and the Teacher submits the tuition reimbursement form not later than two (2) weeks following the beginning of the coursework;

36.12.1.6. The Teacher earns a letter grade of "B" or higher in each course for which reimbursement is sought; and

36.12.1.7. The credit hours are not otherwise funded by grants, scholarships, or other educational awards.

36.12.2. The tuition reimbursement shall be paid within sixty (60) School Days following completion of the coursework.

36.12.3. The Teacher shall be required to work in DCPS for a minimum of three (3) years after receiving the reimbursement.

36.12.4. In the event that a Teacher fails to meet the three-year commitment, s/he shall be obligated to return the compensation to DCPS on a prorated basis.

36.13. Dual Certification

36.13.1. A Teacher who is a certified classroom Teacher, and who achieves a second certification in secondary math, secondary science, or special education (or other subjects, as determined by DCPS) shall receive a non-pensionable, one-time bonus of $1,500, provided:

36.13.1.1. The Teacher's most recent evaluation score is Effective or higher; and

36.13.1.2. The $1,500 bonus shall be paid within sixty (60) Calendar Days

following completion of the second certification.

36.13.2. The Teacher shall be required to work in DCPS for a minimum of three (3) years after receiving the bonus unless terminated by DCPS.

36.13.3. In the event that the Teacher fails to meet the three-year commitment, s/he shall be obligated to return the compensation to DCPS on a prorated basis.

36.14. Start-up Allocation for Instructional Supplies

36.14.1. Prior to the first of day of school for students, DCPS shall provide each Teacher with non-pensionable funds for the purchase of start-up instructional supplies in the amount of $250.

36.14.2. The Parties agree that the annual start-up allocation shall not be a substitute for DCPS instructional obligations under this Agreement.

36.14.3. DCPS shall provide each Athletic Trainer with an additional $250 per school year prior to the first working day for Athletic Trainers to purchase health and safety supplies necessary for athletic training support during the school year.

36.15. Reimbursement Fund

36.15.1. The Parties agree to jointly explore a pilot fund to reimburse Teachers for personal expenditures related to their core duties (e.g., purchase of instructional supplies for classroom projects or use of cell phone to call students' parents/guardians).

36.15.2. The Parties further agree to jointly develop policies and procedures to govern this fund.

36.16. Declaration of Intent

36.16.1. Teachers who do not intend to continue employment with DCPS the following year shall be required to submit a Declaration of Intent to Not Return (DINR) form no later than April 1 annually.

36.16.2. Teachers who submit the DINR form by April 1 annually, and who do, in fact, leave the school system of their own accord at the conclusion of the school year, shall be eligible for a non-pensionable, one-time $1,000 bonus payable by September 30 of the calendar year in which they leave DCPS.

36.16.3. Teachers who submit the DINR form by April 1 annually, but who decide to remain in the school system the following year, shall incur no loss of pay or benefits as long as they notify DCPS by April 30 annually and withdraw their

DINR form. If such Teachers do not notify DCPS by April 30 annually, they shall incur a $1,000 penalty in the form of withheld compensation. This penalty shall not apply to Teachers who declare an intent to retire, but who subsequently find that they are ineligible to do so.

36.16.4. Teachers who do not submit a DINR form by April 1 annually, but who decide to leave the school system the following year shall incur a $1,000 penalty in the form of withheld compensation. This penalty shall not apply to Teachers who are terminated by DCPS.

36.16.5. Teachers who incur the penalties outlined above shall have the right to request a waiver from the Chancellor. The Chancellor shall have the sole authority to grant such waivers at her/his discretion.

ARTICLE 37 – BENEFITS

37.1. Stipulations

37.1.1. The dental, optical, and legal service plans shall be contracted by the WTU, subject to a competitive bidding process.

37.1.2. The WTU shall be responsible for the administration of the legal service plan and shall bear all related administrative costs. DCPS shall be held harmless from any liability arising from the administration of the legal service plan.

37.1.3. DCPS shall be responsible for the administration of the open enrollment process for the dental and optical plans. DCPS shall provide the list of Teachers eligible for benefits to the benefits provider in a timely fashion. WTU shall be held harmless from any liability arising from DCPS's administration of the open enrollment process.

37.1.4. The WTU shall provide DCPS with quarterly reports on all benefit programs.

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:

	1/1/2022- 12/31/2022*	1/1/2023-12/31/2023
Self/Family	$20.59	$20.59

* DCPS shall pay these amounts retroactive to January 1, 2022.

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:

	1/1/2022-12/31/2022*	1/1/2023-12/31/2023
Self	$41.22	$43.69
Family	$82.45	$83.40

* DCPS shall pay these amounts retroactive to January 1, 2022.

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:

	10/1/2021-9/30/2022*	10/1/2022-9/30/2023
Self	$16.50	$17.50

* DCPS shall pay these amounts retroactive to October 1, 2021.

37.5. Pension

37.5.1. Teachers shall pay into the District of Columbia Teachers Retirement Fund, as stipulated by the District of Columbia Retirement Board (DCRB).

37.5.2. DCPS shall collaborate with the WTU and the DCRB to ensure proper payroll deduction for pension purposes.

37.6. Other Retirement Plans

37.6.1. DCPS shall collaborate with the WTU to ensure proper payroll deduction for other retirement plan options.

37.6.2. The parties will establish a labor-management committee consisting of equal members of the WTU and DCPS representatives, assisted by subject matter experts from within D.C. Government as well as those appointed by the WTU to evaluate the feasibility, parameters, implementation, timeline, and appropriateness of a new, supplemental qualified retirement plan pursuant to Section 401(a) of the U.S. Internal Revenue Code or the same equivalent for teachers. The committee may seek funding for an actuarial study of such a program and may recommend potential legislative changes that would be required to implement such a change. The committee will report their

findings to the President of the WTU, the Chancellor of DCPS, and the District of Columbia Office of Labor Relations and Collective Bargaining within 6 months of its first meeting.

37.6.2.1. In the event that any other group of District employees receives or negotiates for the first time a benefit similar to the one described in Section 37.6.2 during the term of this agreement, the WTU and DCPS agree to promptly take all necessary steps to negotiate and implement an appropriate benefit for the employees covered by this Agreement.

ARTICLE 38– PAYMENT POLICIES

38.1. Ten-month, eleven-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.

38.2. 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.

38.3. 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.

38.4. 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.

38.5. Compensation for a Teacher granted leave under 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.

38.6. 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 DCPS, in an educational program of recognized standing as determined by DCPS, except that salary placement shall be limited to nine (9) years.

38.7. 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.

38.8. DCPS shall "pick up" within the meaning of Subsection 414 (h) (2) of the Internal Revenue Code, each bargaining unit Teacher'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.

38.9. All ET personnel covered under the provisions of this Agreement 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.

38.10. All bargaining unit Teachers shall be paid at the administrative premium rate provided for in this Agreement 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 Teacher 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.

ARTICLE 39 - REDUCTION-IN-FORCE, ABOLISHMENT AND FURLOUGH

39.1. DCPS intends not to use the reduction in force (RIF) or abolishment procedures in cases commonly known as "Fall Equalization," "Spring Excessing," or in any other excess as defined in this Agreement. In these situations, DCPS intends to use the performance- based excessing and mutual consent provisions of this Agreement.

39.2. DCPS shall notify the WTU in writing prior to any Furlough. This notice shall include the reasons for the Furlough and all timelines.

39.3. Prior to the decision to implement a reduction in force and/or abolishment, DCPS shall discuss other possible options with the WTU.

39.4. After DCPS has made a decision to effectuate any reduction in force, abolishment, or furlough, DCPS shall consult with the WTU regarding implementation.

39.5. When DCPS determines a RIF, Abolishment, or Furlough may be necessary, the LSAT shall explore alternative ways to address the required budget reductions prior to making a recommendation that affects a reduction of personnel. If the Supervisor's final decision departs from the recommendation of the LSAT, the Supervisor shall prepare a written justification. A copy of the justification shall be provided to the Chancellor and President of the WTU. Upon the request of the WTU President, the

justification shall require the approval of the Chancellor, or the Chancellor's designee prior to implementation of the RIF, Abolishment, or Furlough at the school.

39.6. After the effective date of a reduction in force or an abolishment, DCPS shall offer multiple hiring opportunities, e.g., job fairs and interviews, for Teachers subject to the RIF or abolishment. DCPS shall provide the WTU a listing of all current vacancies and post such list on its Web site.

39.7. As vacancies arise after the effective date of a reduction in force or abolishment, DCPS will require principals to interview 2 appropriately qualified Teachers who lost their positions as a result of the reduction in force or abolishment before considering any other candidate to fill a vacancy for the remainder of the school year.

39.8. Reapplication Rights

39.8.1. All Teachers who are separated by DCPS according to the provisions of this article shall have the right to reapply to DCPS at any time.

39.8.2. If rehired, such Teachers shall be placed on the next salary step for which they would have been eligible at the time of their separation.

39.8.3. If rehired within one year of separation, such Teachers shall incur no break in service for pension purposes.

ARTICLE 40 - SUFFICIENT FUNDS

40.1. The Parties agree that all provisions of this Agreement are subject to the availability of funds.

40.2. Nothing in this Agreement shall be construed as a promise that Congress, the DC Council, or any other organization shall appropriate sufficient funds to meet the obligations set forth in this Agreement.

40.3. DCPS agrees to provide financial certification that DCPS can meet the obligations of this contract before moving toward final approval. The parties agree that the failure to provide the funds to meet the obligations of the Agreement pertaining to base salary, benefits (defined as the provisions governing optical, dental and legal benefits), and mutual consent, is a material breach of contract by DCPS. The consequences of that breach will be settled by a court or an arbitrator, unless otherwise negotiated by the Parties.

ARTICLE 41 - AVERAGE TEACHER SALARY

41.1. Both the DCPS and WTU agree that local school funding based on "actual Teacher salary" could lead to possible discrimination against senior Teachers with higher salaries. In order to ensure equity and prevent possible discrimination against senior Teachers and to maintain a successful balance of senior and newer teachers, DCPS

agrees to maintain "average Teacher salary" as the formula for charging Teacher salaries to local schools.

ARTICLE 42 – DURATION OF AGREEMENT

42.1. This Agreement shall be effective as of the date of DC Council approval, and shall remain in full force and effect until the 30th day of September 2023. It shall be automatically renewed from year to year thereafter, unless either party shall notify the other in writing by October 1 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 1st 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.

42.2. IN WITNESS WHEREOF, the parties have executed this Agreement by their duly authorized representatives this _____ day of _____, 2022.

This agreement is subject to final review for financial and legal sufficiency, final verification of salary schedules, dates and typographical errors.

_____

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

_____

Lewis Ferebee, Chancellor
District of Columbia Public Schools

The Washington Teachers' Union
1239 Pennsylvania Avenue, SE
Washington, DC 20003
www.wtulocal6.org

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Washington Teacher's Union
ET-15 Salary Schedule
Effective October 13, 2019

FY 2020 ET 15 Salary Schedule - 10 Month

Adjustment: 2.0%

Education Level	Step 1	Step 2	Step 3	Step 4	Step 5	Step 6	Step 7	Step 8	Step 9	Step 10	Step 11	Step 12-15	Step 16	Longevity Placements 1 17-18 Yrs Service	Longevity Placements 2 19-20 Yrs Service	Longevity Placements 2 21+ Yrs Service
Bachelors	$ 57,439	$ 57,636	$ 58,819	$ 60,990	$ 63,141	$ 65,307	$ 68,059	$ 70,788	$ 73,539	$ 76,265	$ 79,006	$ 84,495	$ 91,079	N/A	N/A	N/A
Bachelors + 15	$ 59,353	$ 60,292	$ 61,530	$ 63,689	$ 65,851	$ 68,019	$ 70,765	$ 73,508	$ 76,246	$ 78,993	$ 81,719	$ 87,220	$ 96,528	N/A	N/A	N/A
Bachelors + 30/Masters	$ 61,268	$ 62,680	$ 65,419	$ 68,159	$ 70,893	$ 73,642	$ 77,046	$ 80,433	$ 83,844	$ 87,233	$ 90,646	$ 97,440	$ 106,283	$ 107,502	$ 109,536	$ 112,383
Masters + 30	$ 63,183	$ 65,419	$ 68,159	$ 70,893	$ 73,642	$ 76,383	$ 79,775	$ 83,185	$ 86,580	$ 89,971	$ 93,364	$ 100,177	$ 109,077	$ 110,296	$ 112,330	$ 115,178
Masters + 60/PhD	$ 67,011	$ 68,159	$ 70,893	$ 73,642	$ 76,383	$ 79,124	$ 82,521	$ 85,927	$ 89,322	$ 92,723	$ 96,108	$ 103,215	$ 112,636	$ 113,855	$ 115,889	$ 118,736

FY 2020 ET 15 Salary Schedule - 11 Month

Adjustment: 2.0%

Education Level	Step 1	Step 2	Step 3	Step 4	Step 5	Step 6	Step 7	Step 8	Step 9	Step 10	Step 11	Step 12-15	Step 16	Longevity Placements 1 17-18 Yrs Service	Longevity Placements 2 19-20 Yrs Service	Longevity Placements 2 21+ Yrs Service
Bachelors	$ 63,183	$ 63,400	$ 64,701	$ 67,088	$ 69,455	$ 71,838	$ 74,865	$ 77,867	$ 80,893	$ 83,892	$ 86,907	$ 92,945	$ 100,188	N/A	N/A	N/A
Bachelors + 15	$ 65,288	$ 66,321	$ 67,683	$ 70,057	$ 72,435	$ 74,820	$ 77,842	$ 80,859	$ 83,871	$ 86,892	$ 89,891	$ 95,942	$ 106,182	N/A	N/A	N/A
Bachelors + 30/Masters	$ 67,396	$ 68,948	$ 71,961	$ 74,975	$ 77,982	$ 81,006	$ 84,750	$ 88,476	$ 92,230	$ 95,958	$ 99,711	$ 107,184	$ 116,911	$ 118,253	$ 120,489	$ 123,621
Masters + 30	$ 69,501	$ 71,961	$ 74,975	$ 77,982	$ 81,006	$ 84,021	$ 87,753	$ 91,503	$ 95,239	$ 98,968	$ 102,701	$ 110,194	$ 119,985	$ 121,326	$ 123,563	$ 126,695
Masters + 60/PhD	$ 73,713	$ 74,975	$ 77,982	$ 81,006	$ 84,021	$ 87,036	$ 90,774	$ 94,520	$ 98,253	$ 101,996	$ 105,719	$ 113,536	$ 123,899	$ 125,242	$ 127,478	$ 130,610

FY 2020 ET 15 Salary Schedule - 12 Month

Adjustment: 2.0%

Education Level	Step 1	Step 2	Step 3	Step 4	Step 5	Step 6	Step 7	Step 8	Step 9	Step 10	Step 11	Step 12-15	Step 16	Longevity Placements 1 17-18 Yrs Service	Longevity Placements 2 19-20 Yrs Service	Longevity Placements 2 21+ Yrs Service
Bachelors	$ 68,070	$ 68,278	$ 69,540	$ 71,849	$ 74,142	$ 76,450	$ 79,380	$ 82,286	$ 85,214	$ 88,118	$ 91,038	$ 96,884	$ 103,897	N/A	N/A	N/A
Bachelors + 15	$ 70,109	$ 71,108	$ 72,428	$ 74,726	$ 77,028	$ 79,337	$ 82,262	$ 85,182	$ 88,099	$ 91,025	$ 93,928	$ 99,786	$ 109,700	N/A	N/A	N/A
Bachelors + 30/Masters	$ 72,146	$ 73,640	$ 76,568	$ 79,487	$ 82,398	$ 85,325	$ 88,931	$ 92,557	$ 96,193	$ 99,801	$ 102,484	$ 110,670	$ 120,087	$ 121,307	$ 123,341	$ 126,188
Masters + 30	$ 74,187	$ 76,568	$ 79,487	$ 82,398	$ 85,325	$ 88,244	$ 91,857	$ 95,488	$ 99,107	$ 102,716	$ 106,329	$ 113,585	$ 123,065	$ 124,284	$ 126,318	$ 129,166
Masters + 60/PhD	$ 78,263	$ 79,487	$ 82,398	$ 85,325	$ 88,244	$ 91,169	$ 94,783	$ 98,409	$ 102,024	$ 105,647	$ 109,251	$ 116,821	$ 126,852	$ 128,072	$ 130,106	$ 132,953

Washington Teacher's Union
ET-15 Salary Schedule
Effective October 11, 2020

FY 2021 ET 15 Salary Schedule - 10 Month

Adjustment: 2.5%

Education Level	Step 1	Step 2	Step 3	Step 4	Step 5	Step 6	Step 7	Step 8	Step 9	Step 10	Step 11	Step 12-15	Step 16	Longevity Placements 1 17-18 Yrs Service	Longevity Placements 2 19-20 Yrs Service	Longevity Placements 2 21+ Yrs Service
Bachelors	$ 58,875	$ 59,077	$ 60,289	$ 62,515	$ 64,720	$ 66,940	$ 69,760	$ 72,558	$ 75,377	$ 78,172	$ 80,981	$ 86,607	$ 93,356	N/A	N/A	N/A
Bachelors + 15	$ 60,837	$ 61,799	$ 63,068	$ 65,281	$ 67,497	$ 69,719	$ 72,534	$ 75,346	$ 78,152	$ 80,968	$ 83,762	$ 89,401	$ 98,941	N/A	N/A	N/A
Bachelors + 30/Masters	$ 62,800	$ 64,247	$ 67,054	$ 69,863	$ 72,665	$ 75,483	$ 78,972	$ 82,444	$ 85,940	$ 89,414	$ 92,912	$ 99,876	$ 108,940	$ 110,190	$ 112,274	$ 115,193
Masters + 30	$ 64,763	$ 67,054	$ 69,863	$ 72,665	$ 75,483	$ 78,293	$ 81,769	$ 85,265	$ 88,745	$ 92,220	$ 95,698	$ 102,681	$ 111,804	$ 113,053	$ 115,138	$ 118,057
Masters + 60/PhD	$ 68,686	$ 69,863	$ 72,665	$ 75,483	$ 78,293	$ 81,102	$ 84,584	$ 88,075	$ 91,555	$ 95,041	$ 98,511	$ 105,795	$ 115,452	$ 116,701	$ 118,786	$ 121,704

FY 2021 ET 15 Salary Schedule - 11 Month

Adjustment: 2.5%

Education Level	Step 1	Step 2	Step 3	Step 4	Step 5	Step 6	Step 7	Step 8	Step 9	Step 10	Step 11	Step 12-15	Step 16	Longevity Placements 1 17-18 Yrs Service	Longevity Placements 2 19-20 Yrs Service	Longevity Placements 2 21+ Yrs Service
Bachelors	$ 64,763	$ 64,985	$ 66,319	$ 68,765	$ 71,191	$ 73,634	$ 76,737	$ 79,814	$ 82,915	$ 85,989	$ 89,080	$ 95,269	$ 102,693	N/A	N/A	N/A
Bachelors + 15	$ 66,920	$ 67,979	$ 69,375	$ 71,808	$ 74,246	$ 76,691	$ 79,788	$ 82,880	$ 85,968	$ 89,064	$ 92,138	$ 98,341	$ 108,837	N/A	N/A	N/A
Bachelors + 30/Masters	$ 69,081	$ 70,672	$ 73,760	$ 76,849	$ 79,932	$ 83,031	$ 86,869	$ 90,688	$ 94,536	$ 98,357	$ 102,204	$ 109,864	$ 119,834	$ 121,209	$ 123,501	$ 126,712
Masters + 30	$ 71,239	$ 73,760	$ 76,849	$ 79,932	$ 83,031	$ 86,122	$ 89,947	$ 93,791	$ 97,620	$ 101,442	$ 105,269	$ 112,949	$ 122,985	$ 124,359	$ 126,652	$ 129,862
Masters + 60/PhD	$ 75,556	$ 76,849	$ 79,932	$ 83,031	$ 86,122	$ 89,212	$ 93,043	$ 96,883	$ 100,709	$ 104,546	$ 108,362	$ 116,374	$ 126,996	$ 128,373	$ 130,665	$ 133,875

FY 2021 ET 15 Salary Schedule - 12 Month

Adjustment: 2.5%

Education Level	Step 1	Step 2	Step 3	Step 4	Step 5	Step 6	Step 7	Step 8	Step 9	Step 10	Step 11	Step 12-15	Step 16	Longevity Placements 1 17-18 Yrs Service	Longevity Placements 2 19-20 Yrs Service	Longevity Placements 2 21+ Yrs Service
Bachelors	$ 69,772	$ 69,985	$ 71,279	$ 73,645	$ 75,996	$ 78,361	$ 81,365	$ 84,343	$ 87,344	$ 90,321	$ 93,314	$ 99,306	$ 106,494	N/A	N/A	N/A
Bachelors + 15	$ 71,862	$ 72,886	$ 74,239	$ 76,594	$ 78,954	$ 81,320	$ 84,319	$ 87,312	$ 90,301	$ 93,301	$ 96,276	$ 102,281	$ 112,443	N/A	N/A	N/A
Bachelors + 30/Masters	$ 73,950	$ 75,481	$ 78,482	$ 81,474	$ 84,458	$ 87,458	$ 91,154	$ 94,871	$ 98,598	$ 102,296	$ 105,046	$ 113,437	$ 123,089	$ 124,340	$ 126,425	$ 129,343
Masters + 30	$ 76,042	$ 78,482	$ 81,474	$ 84,458	$ 87,458	$ 90,450	$ 94,153	$ 97,875	$ 101,585	$ 105,284	$ 108,987	$ 116,425	$ 126,142	$ 127,391	$ 129,476	$ 132,395
Masters + 60/PhD	$ 80,220	$ 81,474	$ 84,458	$ 87,458	$ 90,450	$ 93,448	$ 97,153	$ 100,869	$ 104,575	$ 108,288	$ 111,982	$ 119,742	$ 130,023	$ 131,274	$ 133,359	$ 136,277

Washington Teacher's Union
ET-15 Salary Schedule
Effective October 10, 2021

FY 2022 ET 15 Salary Schedule - 10 Month

Adjustment: 3.5%

														Longevity Placements		
														1	2	2
Education Level	Step 1	Step 2	Step 3	Step 4	Step 5	Step 6	Step 7	Step 8	Step 9	Step 10	Step 11	Step 12-15	Step 16	17-18 Yrs Service	19-20 Yrs Service	21+ Yrs Service
Bachelors	$ 60,936	$ 61,145	$ 62,399	$ 64,703	$ 66,985	$ 69,283	$ 72,202	$ 75,098	$ 78,015	$ 80,908	$ 83,815	$ 89,638	$ 96,623	N/A	N/A	N/A
Bachelors + 15	$ 62,966	$ 63,962	$ 65,275	$ 67,566	$ 69,859	$ 72,159	$ 75,073	$ 77,983	$ 80,887	$ 83,802	$ 86,694	$ 92,530	$ 102,404	N/A	N/A	N/A
Bachelors + 30/Masters	$ 64,998	$ 66,496	$ 69,401	$ 72,308	$ 75,208	$ 78,125	$ 81,736	$ 85,330	$ 88,948	$ 92,543	$ 96,164	$ 103,372	$ 112,753	$ 114,047	$ 116,204	$ 119,225
Masters + 30	$ 67,030	$ 69,401	$ 72,308	$ 75,208	$ 78,125	$ 81,033	$ 84,631	$ 88,249	$ 91,851	$ 95,448	$ 99,047	$ 106,275	$ 115,717	$ 117,010	$ 119,168	$ 122,189
Masters + 60/PhD	$ 71,090	$ 72,308	$ 75,208	$ 78,125	$ 81,033	$ 83,941	$ 87,544	$ 91,158	$ 94,759	$ 98,367	$ 101,959	$ 109,498	$ 119,493	$ 120,786	$ 122,944	$ 125,964

FY 2022 ET 15 Salary Schedule - 11 Month

Adjustment: 3.5%

														Longevity Placements		
														1	2	2
Education Level	Step 1	Step 2	Step 3	Step 4	Step 5	Step 6	Step 7	Step 8	Step 9	Step 10	Step 11	Step 12-15	Step 16	17-18 Yrs Service	19-20 Yrs Service	21+ Yrs Service
Bachelors	$ 67,030	$ 67,259	$ 68,640	$ 71,172	$ 73,683	$ 76,211	$ 79,423	$ 82,607	$ 85,817	$ 88,999	$ 92,198	$ 98,603	$ 106,287	N/A	N/A	N/A
Bachelors + 15	$ 69,262	$ 70,358	$ 71,803	$ 74,321	$ 76,845	$ 79,375	$ 82,581	$ 85,781	$ 88,977	$ 92,181	$ 95,363	$ 101,783	$ 112,646	N/A	N/A	N/A
Bachelors + 30/Masters	$ 71,499	$ 73,146	$ 76,342	$ 79,539	$ 82,730	$ 85,937	$ 89,909	$ 93,862	$ 97,845	$ 101,799	$ 105,781	$ 113,709	$ 124,028	$ 125,451	$ 127,824	$ 131,147
Masters + 30	$ 73,732	$ 76,342	$ 79,539	$ 82,730	$ 85,937	$ 89,136	$ 93,095	$ 97,074	$ 101,037	$ 104,992	$ 108,953	$ 116,902	$ 127,289	$ 128,712	$ 131,085	$ 134,407
Masters + 60/PhD	$ 78,200	$ 79,539	$ 82,730	$ 85,937	$ 89,136	$ 92,334	$ 96,300	$ 100,274	$ 104,234	$ 108,205	$ 112,155	$ 120,447	$ 131,441	$ 132,866	$ 135,238	$ 138,561

FY 2022 ET 15 Salary Schedule - 12 Month

Adjustment: 3.5%

														Longevity Placements		
														1	2	2
Education Level	Step 1	Step 2	Step 3	Step 4	Step 5	Step 6	Step 7	Step 8	Step 9	Step 10	Step 11	Step 12-15	Step 16	17-18 Yrs Service	19-20 Yrs Service	21+ Yrs Service
Bachelors	$ 72,214	$ 72,434	$ 73,774	$ 76,223	$ 78,656	$ 81,104	$ 84,213	$ 87,295	$ 90,401	$ 93,482	$ 96,580	$ 102,782	$ 110,221	N/A	N/A	N/A
Bachelors + 15	$ 74,377	$ 75,437	$ 76,837	$ 79,275	$ 81,717	$ 84,166	$ 87,270	$ 90,368	$ 93,462	$ 96,567	$ 99,646	$ 105,861	$ 116,379	N/A	N/A	N/A
Bachelors + 30/Masters	$ 76,538	$ 78,123	$ 81,229	$ 84,326	$ 87,414	$ 90,519	$ 94,344	$ 98,191	$ 102,049	$ 105,876	$ 108,723	$ 117,407	$ 127,397	$ 128,692	$ 130,850	$ 133,870
Masters + 30	$ 78,703	$ 81,229	$ 84,326	$ 87,414	$ 90,519	$ 93,616	$ 97,448	$ 101,301	$ 105,140	$ 108,969	$ 112,802	$ 120,500	$ 130,557	$ 131,850	$ 134,008	$ 137,029
Masters + 60/PhD	$ 83,028	$ 84,326	$ 87,414	$ 90,519	$ 93,616	$ 96,719	$ 100,553	$ 104,399	$ 108,235	$ 112,078	$ 115,901	$ 123,933	$ 134,574	$ 135,869	$ 138,027	$ 141,047

Washington Teacher's Union
ET-15 Salary Schedule
Effective October 9, 2022

FY 2023 ET 15 Salary Schedule - 10 Month

Adjustment: 4.0%

Education Level	Step 1	Step 2	Step 3	Step 4	Step 5	Step 6	Step 7	Step 8	Step 9	Step 10	Step 11	Step 12-15	Step 16	Longevity Placements 1 17-18 Yrs Service	Longevity Placements 2 19-20 Yrs Service	Longevity Placements 2 21+ Yrs Service
Bachelors	$ 63,373	$ 63,591	$ 64,895	$ 67,291	$ 69,664	$ 72,054	$ 75,090	$ 78,102	$ 81,136	$ 84,144	$ 87,168	$ 93,224	$ 100,488	N/A	N/A	N/A
Bachelors + 15	$ 65,485	$ 66,520	$ 67,886	$ 70,269	$ 72,653	$ 75,045	$ 78,076	$ 81,102	$ 84,122	$ 87,154	$ 90,162	$ 96,231	$ 106,500	N/A	N/A	N/A
Bachelors + 30/Masters	$ 67,598	$ 69,156	$ 72,177	$ 75,200	$ 78,216	$ 81,250	$ 85,005	$ 88,743	$ 92,506	$ 96,245	$ 100,011	$ 107,507	$ 117,263	$ 118,609	$ 120,852	$ 123,994
Masters + 30	$ 69,711	$ 72,177	$ 75,200	$ 78,216	$ 81,250	$ 84,274	$ 88,016	$ 91,779	$ 95,525	$ 99,266	$ 103,009	$ 110,526	$ 120,346	$ 121,690	$ 123,935	$ 127,077
Masters + 60/PhD	$ 73,934	$ 75,200	$ 78,216	$ 81,250	$ 84,274	$ 87,299	$ 91,046	$ 94,804	$ 98,549	$ 102,302	$ 106,037	$ 113,878	$ 124,273	$ 125,617	$ 127,862	$ 131,003

FY 2023 ET 15 Salary Schedule - 11 Month

Adjustment: 4.0%

Education Level	Step 1	Step 2	Step 3	Step 4	Step 5	Step 6	Step 7	Step 8	Step 9	Step 10	Step 11	Step 12-15	Step 16	Longevity Placements 1 17-18 Yrs Service	Longevity Placements 2 19-20 Yrs Service	Longevity Placements 2 21+ Yrs Service
Bachelors	$ 69,711	$ 69,949	$ 71,386	$ 74,019	$ 76,630	$ 79,259	$ 82,600	$ 85,911	$ 89,250	$ 92,559	$ 95,886	$ 102,547	$ 110,538	N/A	N/A	N/A
Bachelors + 15	$ 72,032	$ 73,172	$ 74,675	$ 77,294	$ 79,919	$ 82,550	$ 85,884	$ 89,212	$ 92,536	$ 95,868	$ 99,178	$ 105,854	$ 117,152	N/A	N/A	N/A
Bachelors + 30/Masters	$ 74,359	$ 76,072	$ 79,396	$ 82,721	$ 86,039	$ 89,374	$ 93,505	$ 97,616	$ 101,759	$ 105,871	$ 110,012	$ 118,257	$ 128,989	$ 130,469	$ 132,937	$ 136,393
Masters + 30	$ 76,681	$ 79,396	$ 82,721	$ 86,039	$ 89,374	$ 92,701	$ 96,819	$ 100,957	$ 105,078	$ 109,192	$ 113,311	$ 121,578	$ 132,381	$ 133,860	$ 136,328	$ 139,783
Masters + 60/PhD	$ 81,328	$ 82,721	$ 86,039	$ 89,374	$ 92,701	$ 96,027	$ 100,152	$ 104,285	$ 108,403	$ 112,533	$ 116,641	$ 125,265	$ 136,699	$ 138,181	$ 140,648	$ 144,103

FY 2023 ET 15 Salary Schedule - 12 Month

Adjustment: 4.0%

Education Level	Step 1	Step 2	Step 3	Step 4	Step 5	Step 6	Step 7	Step 8	Step 9	Step 10	Step 11	Step 12-15	Step 16	Longevity Placements 1 17-18 Yrs Service	Longevity Placements 2 19-20 Yrs Service	Longevity Placements 2 21+ Yrs Service
Bachelors	$ 75,103	$ 75,331	$ 76,725	$ 79,272	$ 81,802	$ 84,348	$ 87,582	$ 90,787	$ 94,017	$ 97,221	$ 100,443	$ 106,893	$ 114,630	N/A	N/A	N/A
Bachelors + 15	$ 77,352	$ 78,454	$ 79,910	$ 82,446	$ 84,986	$ 87,533	$ 90,761	$ 93,983	$ 97,200	$ 100,430	$ 103,632	$ 110,095	$ 121,034	N/A	N/A	N/A
Bachelors + 30/Masters	$ 79,600	$ 81,248	$ 84,478	$ 87,699	$ 90,911	$ 94,140	$ 98,118	$ 102,119	$ 106,131	$ 110,111	$ 113,072	$ 122,103	$ 132,493	$ 133,840	$ 136,084	$ 139,225
Masters + 30	$ 81,851	$ 84,478	$ 87,699	$ 90,911	$ 94,140	$ 97,361	$ 101,346	$ 105,353	$ 109,346	$ 113,328	$ 117,314	$ 125,320	$ 135,779	$ 137,124	$ 139,368	$ 142,510
Masters + 60/PhD	$ 86,349	$ 87,699	$ 90,911	$ 94,140	$ 97,361	$ 100,588	$ 104,575	$ 108,575	$ 112,564	$ 116,561	$ 120,537	$ 128,890	$ 139,957	$ 141,304	$ 143,548	$ 146,689

Washington Teacher's Union
EG 09 Salary Schedule
FY 20 - 23

FY 2020 Effective October 13, 2019 — Adjustment: 2.0%

Education Level	Step 1	Step 2	Step 3	Step 4	Step 5	Step 6	Step 7	Step 8	Step 9	Step 10-16	Longevity Placements 1: 17-18 Yrs Service BA/BS+30 & Above	Longevity Placements 2: 19-20 Yrs Service BA/BS+30 & Above	Longevity Placements 2: 21+ Yrs Service BA/BS+30 & Above
Bachelors	$ 62,925	$ 65,030	$ 67,133	$ 69,239	$ 71,344	$ 73,448	$ 75,553	$ 77,659	$ 79,763	$ 81,869	$ 83,090	$ 85,124	$ 87,970

FY 2021 Effective October 11, 2020 — Adjustment: 2.5%

Education Level	Step 1	Step 2	Step 3	Step 4	Step 5	Step 6	Step 7	Step 8	Step 9	Step 10-16	Longevity Placements 1: 17-18 Yrs Service BA/BS+30 & Above	Longevity Placements 2: 19-20 Yrs Service BA/BS+30 & Above	Longevity Placements 2: 21+ Yrs Service BA/BS+30 & Above
Bachelors	$ 64,498	$ 66,656	$ 68,811	$ 70,970	$ 73,128	$ 75,284	$ 77,442	$ 79,600	$ 81,757	$ 83,916	$ 85,167	$ 87,252	$ 90,169

FY 2022 Effective October 10, 2021 — Adjustment: 3.5%

Education Level	Step 1	Step 2	Step 3	Step 4	Step 5	Step 6	Step 7	Step 8	Step 9	Step 10-16	Longevity Placements 1: 17-18 Yrs Service BA/BS+30 & Above	Longevity Placements 2: 19-20 Yrs Service BA/BS+30 & Above	Longevity Placements 2: 21+ Yrs Service BA/BS+30 & Above
Bachelors	$ 66,755	$ 68,989	$ 71,219	$ 73,454	$ 75,687	$ 77,919	$ 80,152	$ 82,386	$ 84,618	$ 86,853	$ 88,148	$ 90,306	$ 93,325

FY 2023 Effective October 9, 2022 — Adjustment: 4.0%

Education Level	Step 1	Step 2	Step 3	Step 4	Step 5	Step 6	Step 7	Step 8	Step 9	Step 10-16	Longevity Placements 1: 17-18 Yrs Service BA/BS+30 & Above	Longevity Placements 2: 19-20 Yrs Service BA/BS+30 & Above	Longevity Placements 2: 21+ Yrs Service BA/BS+30 & Above
Bachelors	$ 69,425	$ 71,749	$ 74,068	$ 76,392	$ 78,714	$ 81,036	$ 83,358	$ 85,681	$ 88,003	$ 90,327	$ 91,674	$ 93,918	$ 97,058