



## Tentative Agreement Highlights

On behalf of our members, the Washington Teachers' Union has negotiated a progressive contract that provides increased professional support for more effective teaching and learning, as well as rewards and incentives for educators. This Agreement establishes D.C. teachers as innovators in negotiating for real reforms designed to help improve classroom practice and raise student achievement.

Additionally, the new Agreement includes significant increases in base salaries, maintains tenure, and preserves due process for teachers and school employees.

### IMPROVING TEACHING AND LEARNING

- **Targeted Professional Development**—The Agreement expands and targets professional development opportunities to help teachers improve their practice. Professional development focuses on the following areas:
  - The Teaching and Learning Framework (Article 2.2.3)
  - Inclusion of special needs children in the regular classroom (Article 2.4.1.5)
  - D.C.'s Student Discipline Code: Chapter 25. (Article 18.4)
  - Use of student data to assist in instructional improvement (Article 2.4.1.5)
  - Differentiated instruction in the classroom (Article 2.4.1.5)
- **School Improvement**—The WTU and the D.C. Public Schools (DCPS) will work collaboratively to develop school improvement models that meet the needs of students. The three models outlined in the Agreement allow the flexibility necessary to improve schools in a way that is good for kids and fair to teachers (Articles 2.9-2.12). Any changes to work rules must be negotiated with the union.
- **Professional Development Centers**—DCPS will provide funding for three teacher centers and a citywide support unit modeled after those established in the New York City Public Schools. The centers will be guided by a Teacher Center Policy Board composed of an equal number of teachers selected by the union and by DCPS (Article 2.4.1.4).
- **Mentoring/Teacher Induction**—The WTU and DCPS agree to form a joint committee to develop and implement a comprehensive mentoring and induction program. This program will offer a continuum of professional development for all teachers, as well as provide ongoing support and mentoring for all new teachers throughout the first three years of their employment. (Article 2.4.1.1)

## WORKING CONDITIONS

- **Discipline and School Safety**—The new Agreement builds on Chapter 25 of the D.C. code on student discipline to ensure that teaching and learning conditions are safe and orderly. To that end, the WTU will develop and provide to the chancellor a systemwide template that includes the required components of school discipline/behavior management plans, along with models for best practices. (Article 18.1)
- **Intervention and Prevention**—The Agreement has new proactive supports for both students and teachers to help with disciplinary issues. In addition, it requires DCPS to streamline student discipline and paperwork. (Articles 18.3-18.4)
- **Start-Up Funds**—The Agreement significantly increases the start-up allocations for teachers. These funds (\$175 for 2010-11, and \$200 for 2011-12) give teachers the resources they need to start the year off on the right track. (Article 36.15)

## SALARIES AND BENEFITS

- **Base Salary Increases**—The Agreement provides an increase of 20 percent over five years, at the following rates: 3 percent, 3 percent, 5 percent, 4 percent and 5 percent. The first two of these increases are retroactive. (Article 36.2)
  - DCPS will provide these base salary increases for the following years.

2007-08	2008-09	2009-10	2010-11	2011-12
3%	3%	5%	4%	5%

- The raises for 2007-08, 2008-09 and the appropriate portion of 2009-10 will be paid retroactively following ratification by the WTU membership and approval by the D.C. city council.
- **Individual Performance Pay**—DCPS will implement a voluntary individual performance-pay system in the fall of 2010 in collaboration with the WTU that will result in D.C. teachers being among the highest-compensated urban educators in the nation. (Article 36.3)

The individual performance-pay system will be operated as a “qualify-in” option—which includes student growth for tested and nontested grades and subjects. The details regarding qualifications and standards for rewards will be developed jointly and will not be based solely on test scores, but will include multiple measures of teaching practice and student growth. It does not require teachers to relinquish their tenure. (Article 36.4)

- **TEAM Awards** (Schoolwide Performance-Based Pay)—DCPS will collaborate with the WTU on the expansion of the *Together Everyone Achieves More* (TEAM) schoolwide bonus program (originally defined by the Dec. 17, 2007, Memorandum of Agreement between DCPS and the WTU) by broadening eligibility requirements based on a growth metric. (Article 36.5)
- **Administrative Premium**—The administrative premium shall be increased to \$34 per hour (from \$30 per hour) for qualified administrative work performed after ratification and approval of the Tentative Agreement. (Article 36.8.2)

- **Extra Duty Assignments**—The WTU and DCPS agree to establish a joint committee to review all policies and to make recommendations to the chancellor and WTU president regarding extra duty assignments, including compensation. (Article 27.1)
- **Benefits**—The Agreement calls for significant increases in DCPS’s contributions to WTU benefits programs—including dental, vision and legal services—to properly fund these important programs for teachers and their families. (Articles 37.1-37.6)

## STAFFING SCHOOLS

- **Mutual Consent**—No teacher may be placed at a school without the teacher’s and the supervisor’s consent, which is referred to as “mutual consent” (Article 4.4). There are a few exceptions to mutual consent, such as “Extended Leaves of Absence” (Articles 17.5.3).
- **Excessing**—The Agreement provides clear rules to make all excessing decisions with building-level input using a performance-based rubric. All excessing decisions are subject to district-level review and approval. (Article 4.5.2)
  - Permanent status teachers—those rated “effective” or higher—who are excessed and cannot find a mutual consent placement will have three options. (Article 4.5.5)
    1. A one-time \$25,000 buyout (separation payment).
    2. Early retirement with full benefits for teachers with 20 or more years of service.
    3. One year with full salary and benefits to secure a placement within DCPS.
  - Teachers who “qualify in” and choose to participate in the individual performance-pay system will not have the three options, but will be offered multiple placement opportunities. (Article 4.5.6)

## JUST CAUSE/DUE PROCESS

- **Disciplinary Action**—The standard for disciplining permanent employees will be just cause. The standard for disciplining probationary employees will be “not arbitrary and capricious.” (Article 7.3)
- **Grievance Procedure**—The new contract will have a new, expedited grievance procedure with only three steps to help ensure teachers’ complaints are resolved in a timely manner. (Article 6.4)

## TEACHER EVALUATION

- **Rights and Responsibilities**—The new Agreement clarifies educators’ rights and responsibilities related to teacher evaluations. (Articles 15.1-15.7)
- **Evaluation Working Group**—Teacher evaluations are not a negotiable issue in the union contract. DCPS has agreed, however, to form a working group composed of four members appointed by the WTU president and up to four members appointed by DCPS to meet monthly to review teachers’ concerns and suggestions regarding implementation of the IMPACT evaluation system. (This is contained in a side letter and is not included in the Agreement itself.)

## ABOLISHMENT, RIF AND FURLOUGH

- **Reduction-in-Force**—DCPS does not intend to use the reduction-in-force (RIF) or abolishment procedures in cases commonly known as “fall equalization” or “spring excessing,” or in any other excess decision as defined in this Agreement. In these situations, DCPS intends to use the performance-based excessing and mutual consent provisions of this Agreement. (Article 39.1)
- **RIF Implementation**—Prior to the decision to implement a reduction-in-force and/or abolishment, DCPS will discuss other possible options with the WTU. (Article 39.3)
- **Local School Restructuring Team and RIF**—When DCPS determines a RIF, abolishment or furlough may be necessary, the school’s Local School Restructuring Team (LSRT) will explore alternative ways to address the required budget reductions prior to recommending a reduction of personnel. If the supervisor’s final decision differs from the recommendation of the LSRT, the supervisor will prepare a written justification. Upon the request of the WTU president, the justification will require the approval of the chancellor, or the chancellor’s designee, prior to implementation of the RIF, abolishment or furlough at the school. (Article 39.5)

## SPECIAL PROVISIONS

- **Guidance Counselors**—High school guidance counselors can volunteer to work (and be paid accordingly) on an 11-month calendar. (Article 24.2.8)
- **Special Education Teachers**—Caseloads for special education teachers are capped at 15 Individualized Education Plans (IEPs). Caseloads above the cap require additional pay or release time. (Article 24.5.5)
- **Librarians**—The new agreement gives school librarians greater discretion in operating the schools’ libraries and includes a process for resolving disputes between the principal and librarian. (Article 24.1)



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