



# The Washington Teachers' Union

Local 6 of the American Federation of Teachers, AFL-CIO

**VOTE  
YES!**

## **MORE** QUESTIONS & ANSWERS (Q&A #2)



The following questions have been asked by members after receiving the tentative agreement negotiated between the Washington Teachers' Union (WTU) and D.C. Public Schools (DCPS). More detailed information on the agreement can be found by visiting our websites: [www.wtulocal6.org](http://www.wtulocal6.org) or [www.UnitedForDCKids.org](http://www.UnitedForDCKids.org).

**Q. What is the real impact of Articles 40.1 and 40.2, related to funding availability for the agreement?**

A. Fiscal certification by the city's chief financial officer ensures that funding will be available to pay for the terms of this agreement. Similar language has been included in previous WTU contracts. Due to the scope and unique nature of this tentative agreement, however, the WTU bargaining team required financial certification **prior** to presenting the agreement to members for a ratification vote. Financial certification is required by the District of Columbia to make certain that there are sufficient **public** funds. Section 40.2 is based on requirements of the federal and D.C. Anti-deficiency Act. Be on the lookout for details in your school mailbox next week.

**Q. What happens if a teacher chooses one of the three options under the mutual consent clause, and D.C. Public Schools (DCPS) can't fulfill those terms?**

A. If ratified by members, the new agreement defines any failure by DCPS to fulfill the terms under the mutual consent clause as a material breach. In such a case, WTU would file a class-action grievance under Article 40.3 of the agreement.

**Q. What safeguards are in place with regard to performance-based excessing to ensure fair treatment for affected teachers?**

A. There are new checks and balances to ensure excessing decisions are made appropriately and not in an arbitrary and capricious way. Both the Local School Restructuring Team (LSRT) and the School Personnel Committee make recommendations to the building principal regarding the excessing decisions. If the principal's decision departs from either of these recommendations, the principal must submit a written justification to the WTU. At the WTU's request, the decision will require the chancellor's approval prior to the excess at that school.

**Q. Does the new contract lengthen the school day or school year for any teacher?**

A. The tentative agreement does not change the length of the school day or year for teachers. In addition, all planning periods and lunch breaks are maintained. If, as part of required federal restructuring, a school would like to change any of the working conditions in the agreement, DCPS must first negotiate those terms with the WTU. If the school district and the union are unable to agree, working conditions remain the same.

**Q. How can this contract prevent a reduction in force (RIF) like the one last November?**

A. The termination of teachers last November occurred because the chancellor used a RIF, instead of fall equalization and excessing. Under the current contract, the chancellor can RIF teachers who are cut from schools as a result of budget shortfalls or restructuring, rather than using the excessing process. If members approve the new agreement, teachers have new protections. Under the new agreement, the chancellor agrees to excess teachers during fall equalization, spring excessing and in the case of school restructuring—rather than firing them. This is a major win for teachers in the new contract.

Once ratified, the new agreement calls for the chancellor to use excessing rather than fire any teachers being displaced as a result of local school budget cuts or restructuring. With excessing, teachers have the three options outlined in the mutual consent clause.

Moreover, contract language provides new checks and balances before a RIF, abolishment or a furlough may be necessary. New language allows the LSRT to explore alternatives prior to the reduction in personnel. If the principal's decision departs from either the LSRT's or the School Personnel Committee's recommendations, the principal must submit a written justification to the WTU. At the WTU's request, the decision will require the chancellor's approval prior to any RIF, abolishment or furlough at that school.

**Q. How does this contract protect teachers in restructured schools from being fired?**

A. Permanent-status teachers who are excessed from restructured schools will have the three options outlined in mutual consent and performance-based excessing. Teachers also will have access to multiple hiring opportunities. Unlike other districts around the country that do not have the three options, eligible teachers in D.C. can select an option that allows them a year at full salary and benefits to find a new placement.

**Q. When will retroactive pay raises be paid?**

A. Immediately upon the D.C. city council's approval of the tentative agreement, the WTU and DCPS will work to provide D.C.'s teachers their retroactive pay and proper salary increases. It is in the interest of both parties to get the payments out as soon as possible.

**Q. Once ratification occurs, how long will it take for the D.C. city council to approve the agreement?**

A. If teachers vote to approve the tentative agreement, the D.C. city council immediately will start its review of the agreement. Agreements like this usually take two or three weeks before final approval. Every possible effort will be made, however, to expedite the process.

**Remember to mail your TA ballot by Friday, May 28!**

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