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IDnum 413 **Language** English **Country** United States **State** DC

Union AFT (American Federation of Teachers) AFL-CIO

Local 6

| Occupations Represented |
|---|
| Teachers—preschool, kindergarten, elementary, middle, and secondary |
| Librarians |
| |

Bargaining Agency District of Columbia Public Schools

Agency industrial classification (NAICS):

61 (Educational Services)

BeginYear 2001 **EndYear** 2004

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Notes

Contact

Full text contract begins on following page.

**Washington Teachers' Union
AFT Local # 6, AFL-CIO
District of Columbia Public Schools**

October 1, 2001 through September 30, 2004

Preamble

The parties hereto mutually declare that they share the common goal of providing the best possible, comprehensive, efficient and effective learning environment for students in the District of Columbia Public Schools. To this end, the parties commit themselves to a collaborative partnership that will continue beyond the tenure of those currently in leadership positions in each respective organization. Enhanced student achievement based upon high standards and expectations must be the driving force behind every activity of the District of Columbia Public Schools. Schools must **continue to** be reinvented so that decision making is shared by those closest to students, including parents, teachers, and administrators. Flexibility, creativity, trust, and risk-taking must become the new reality of our schools. In essence, we must create child-centered schools to achieve the goals required for success. ~~in the next century.~~

To this end, the Union and DCPS **Board** mutually agree to join together with other partners in the redesign and improvement of our schools, including closing those that have failed and supporting their restructuring. We must work each day to improve student learning, based upon high academic standards, newfound flexibility, meaningful assessments, and true accountability. We shall define the roles and responsibilities of parents, staff, and other partners.

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

To reach this goal, we commit to working together as a joint team, along with other stakeholders, to develop specific recommendations to include, but not be limited to:

- v v Certification
- v v School-Based Management and Budgeting
- v v Early Intervention and Prevention of Inappropriate Referrals to Special Education
- v v Professional and Staff Development
- v v Parent Outreach and Support
- v v Workload Standards
- v v Peer Intervention & Review
- v v Local School Restructuring

~~Following the collaborative development of recommendations, a plan for implementation with timelines will be recommended by December 31, 1999, to the Superintendent of Schools and for acceptance by the parties.~~ **As a continuation of the parties' collaborative efforts to plan for implementation of recommendations, a plan – with timelines – will be submitted to the Board, by the beginning of the 2002/2003 school year.** This commitment is our pledge to the children of the District of Columbia, not just to a promise, but to a reality of educational excellence.

This entire Agreement and its appendixes constitute the first step in the establishment of the principle that the education of our students and the empowerment of the staff entrusted with the responsibility for their education are indeed one and the same goal.

ARTICLE I. RECOGNITION: OTHER ORGANIZATIONS: DUES DEDUCTION

- A. The Board recognizes the Union as the sole and exclusive bargaining representative for the purpose of negotiating wages, hours, and working conditions for employees in the occupational bargaining units and job classifications hereinafter defined, and sometimes collectively referred to as teachers.

ET TEACHERS' BARGAINING UNIT

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

| POSITION TITLE | PAY PLAN/GRADE |
|---|-----------------------|
| Attendance Officer | ET- 15 |
| Audio-Visual Coordinator | ET- 15 |
| Child Labor Inspector | ET- 15 |
| Counselor (elementary school) | ET- 15 |
| Counselor (secondary school) | ET- 15 |
| Curriculum Development Specialist | ET- 15 |
| Hearing Therapist | ET- 15 |
| Job Coordinator | ET- 15 |
| Librarian (elementary school) | ET- 15 |
| Librarian (secondary school) | ET- 15 |
| Placement Counselor | ET- 15 |
| Pupil Personnel Worker | ET- 15 |
| Psychiatric Social Worker | ET- 15 |
| Reading Specialist | ET- 15 |
| School Psychologist | ET- 15 |
| School Social Worker | ET- 15 |
| Speech and Language Pathologist | ET- 15 |
| Teacher (elementary school) | ET- 15 |
| Teacher (secondary school) | ET- 15 |
| Junior ROTC Instructors* (holding at least a Bachelor's degree) | ET- 15 |

* fifty-two week positions

EG TEACHERS' BARGAINING UNIT

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

| POSITION –TITLE | PAY PLAN/GRADE |
|------------------------|-----------------------|
| Counselor | EG- 09 |

| | |
|--|--------|
| Education Technician | EG- 07 |
| Guidance Counselor | EG- 09 |
| Instructor | EG- 09 |
| Teacher (adult education) | EG- 09 |
| Teacher (bilingual education) | EG- 09 |
| Teacher (secondary education) | EG- 09 |
| Teacher (special education) | EG- 09 |
| Teacher (vocational education) | EG- 09 |
| Teacher Coordinator | EG- 09 |
| Training Instructor | EG- 09 |
| Training Specialist | EG- 09 |
| Vocational Rehabilitation Specialist | EG- 09 |
| Junior ROTC instructors * (without a Bachelor's) | EG- 09 |

* fifty-two week positions

A. When any such personnel are serving in any capacity other than in the job classifications above, the Union will not represent them in that capacity.

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

C. Upon receipt of a lawfully executed written authorization from employees covered by this Agreement, the Board agrees to process such forms to the District of Columbia Government for the deduction of the regular Union dues of such employees from their bi-weekly or semi-monthly pay. Arrangements for dues deduction and the revocation of such dues deduction shall be made in accordance with the procedures of the Office of Financial Management Pay and Retirement, District of Columbia Government. The Union shall be the only teacher organization eligible to use payroll deduction for membership dues.

D. In recognition that the Union feels that employees who benefit by the Agreement should share in the costs, employees who do not pay Union dues shall be required to remit to the Union through payroll deduction an amount equivalent to eighty-five percent of the amount of Union dues effective the first pay period beginning on or after the effective date as provided in the Article "Duration of Agreement." Such deductions shall be made only as long as the Union shall demonstrate on a semi-annual basis that at least 65% of the employees in the unit are having full membership dues remitted to the Union as evidenced by payroll deduction or copies of checks submitted for payment of union dues by unit members. The Union shall indemnify and hold the Board harmless against any and all claims, demands and other forms of liability, which may arise from the operation of this provision. In any case in which judgement is entered against the Board as a result of dues deduction or other fees, the amount held to be improperly deducted from an employee's pay, and actually transferred to the Union by the Board shall be returned to the Board or conveyed by the Union to the employee(s) as appropriate.

ARTICLE II. DEFINITIONS

A. BOARD - The term "Board" as used in this Agreement means the ~~eleven-~~ **nine-** member Board of Education of the District of Columbia, the Superintendent of Schools, or subordinate officers, whichever is deemed appropriate.

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

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

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

E. TEACHER - Shall refer to all employees covered by Article I.

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

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

H. SCHOOL FUNCTIONAL UNIT - A group of teachers in a discipline who function on an itinerant basis under the direction of a supervisor, or a group of teachers of various disciplines assigned to a work location under a supervisor.

I. SCHOOL CHAPTER ADVISORY COMMITTEE - A committee consisting of not more than seven (7) members of the Union in each school, school administrative unit, or school functional unit. There shall be only one School Chapter Advisory Committee in each school, school administrative unit, or school functional unit regardless of the number of bargaining units represented by the Union, except where there is more than one supervisor.

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

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

K. 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.

L. UNION - The term "Union" as used in this Agreement means The Washington Teachers' Union, Local #6, American Federation of Teachers, AFL-CIO.

M. JOINT-COMMITTEE - The term –“joint committee” as used herein means that there shall be equal Board and Union membership on the committee, except as otherwise provided herein and except where the parties hereafter otherwise agree.

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

O. **LOCAL SCHOOL RESTRUCTURING TEAM** - A consensus group of administrators, parents, teachers, support staff, union representative, community representatives and students who are elected and/or appointed to advise on matters of local school policy.

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

ARTICLE III. FAIR PRACTICES

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

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

ARTICLE IV. TEACHER TRANSFER POLICY

The Board in transferring permanent teachers will apply the policy hereinafter set forth.

A. Voluntary Transfers

1. A voluntary transfer is a change in a building assignment from one work location to another, within the area of certification of present employment, initiated by the teacher.

~~2. Lists of vacancies, to the extent known, shall be prepared and made available by May 15, each year. Teachers must submit requests for transfers by May 31, of each year.~~ **Lists of vacancies, to the extent known, shall be prepared and posted on or before May 15, each year. Teachers must submit requests for transfers within fifteen days of such posting.**

3. The vacancy list shall be posted in all schools and offices where members of the bargaining unit are located and shall be provided to the Union. The list will indicate the school or program, the position and the certification required for the position. Position descriptions will be available from the Human Resources Division.

4. Requests for transfers will be honored to the extent that they do not conflict with the law, the instructional requirement, and the best interest of the school system.

5. The teacher will submit the request for transfer in writing to the Human Resources Division, and will simultaneously send an information copy to the present supervisor. ~~Teachers requesting a voluntary transfer will be referred to the school site principal, who will arrange for the subsequent interview with the school site personnel committee.~~ **Teachers requesting a voluntary transfer will be referred to the school site principal, who will arrange for the subsequent interview with the school site**

personnel committee. Teachers requesting a voluntary transfer will be referred to the Office of Human Resources, which will arrange for the subsequent interview.

6. In cases where two or more equally qualified teachers indicate the same choice of school but there are fewer positions than teachers, preference shall be given to the teacher with the greatest number of years of teaching service in the D.C. Public Schools, provided they are equally qualified. In cases where teachers have equal number of years of teaching service in the school system, the selection will be determined by building seniority. In cases where two or more teachers are not equally qualified, the teacher with the higher level of qualifications shall be transferred to the open position.

7. When a transfer is granted at the request of the teacher, that teacher shall be ineligible to request another transfer within three years. A teacher who rejects a transfer to any school he/she has indicated, as one of his/her choices will not be permitted to apply for transfer in the following year.

8. Notification to teachers who are granted or denied a transfer will be made as soon as a determination is made, but in no case later than August 31. The teacher whose transfer is not granted shall be notified in writing with the basic reason specified. The Union shall receive a copy of all transfer actions.

9. In every case, the teacher to be transferred must meet the certification for the position prior to transfer and must have received a rating of satisfactory or above for the previous school year.

10. Teachers who are unable to adapt to the open space operation shall be permitted to seek transfers to a self-contained classroom at any time.

~~11. In the event that teacher transfers are necessary as a result of excessing teachers from buildings, voluntary transfers shall not be made until all excessed teachers have been assigned. Excessed teachers will be notified of their excessed status by their supervisors prior to the last day of school for teachers. Such excessed teachers shall be notified of their new assignment by the Division of Human Resources by the beginning of the following school year for teachers. Excessed teachers who have been reassigned shall be given the option of returning to their former assignments if a vacancy occurs in the position from which they were excessed by the beginning of the next school year.~~ **In the event that teacher transfers are necessary as a result of excessing teachers from buildings, voluntary transfers shall not be made until all excessed teachers have been assigned.**

12. In any year that a reduction-in-force occurs, the provisions of Section A shall not apply.

B. Involuntary Transfers

1. Involuntary transfers shall be made only after consultation and discussion with the teacher involved. At the teacher's request, there may be present at such discussion a representative of the Union. A teacher who is involuntarily transferred shall be given two (2) weeks notice, except in those cases where the transfer must be made in less than two (2) weeks, the notice shall be given as timely as possible. The notice of the transfer shall contain the reason therefor.

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

~~3. In cases where transfers are necessary as a result of excessing teachers from buildings, preference shall be given to the teacher with the greatest number of years of teaching service in the D.C. Public Schools, provided the teachers are equally qualified. In cases where two or more teachers are not equally qualified, the teacher with the higher level of qualifications shall not be transferred to the open position.~~ **In cases where transfers are necessary as a result of excessing teachers from buildings, preference shall be given to the teacher with the most building seniority, provided the teachers**

are equally certified.

4. A teacher who is involuntarily transferred shall carry forward his/her building seniority. The provisions of this Section 4 shall apply also to:

- a) A teacher who volunteers to accept an involuntary transfer when a reduction in the teaching staff within the building to which the teacher is assigned is required.
- b) A teacher who is granted a transfer because of the inability to adapt to the open space concept of teaching.
- c) A resident special subject teacher whose reassignment conforms with the provisions of Article II J.3.
- d) A teacher who elects to leave a school in accordance with Article XXV, Section B, part 4, Non-Traditional Scheduling.

C. Excessing

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

- 1. Excessed teachers shall be notified of their new assignment by the Office of Human Resources by the beginning of the following school year for teachers.**
- 2. Excessed teachers who have been reassigned shall be given the option of returning to their former assignments if a vacancy occurs in the position from which they were excessed by the beginning of the next school year.**
- 3. When two or more excessed teachers are found to be certified in their subject area, and have identical amounts of building seniority, the teacher to be transferred from said building shall be determined by system-wide seniority.**
- 4. When two or more excessed teachers certified in their subject area are found to have identical amounts of building seniority and system-wide seniority, transfer from said building shall be determined by lottery.**

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

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

ARTICLE V. PERSONNEL FILES

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

B. Upon appropriate request by the teacher, properly identified, he/she shall be permitted to examine

his/her own file in the presence of a Division of Human Resources representative. Such requests will not be honored during the two weeks prior to, and two weeks following the opening of the school term.

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

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

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

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

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

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

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

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

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

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

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

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

ARTICLE VI. GRIEVANCE AND ARBITRATION

A. Definition

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

B. Procedure

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

2. Grievances shall be settled as follows:

a) When a grievance is raised by an employee:

STEP 1. A discussion between the employee and his immediate supervisor to the end that the dispute may be resolved expeditiously and informally. At the employee's option, there may be present at such discussion a representative of the Union or any other school employee, or outside representative selected by the aggrieved employee who is not an officer, agent, or representative of another teacher organization. At the immediate supervisor's option, there may be present at such discussion additional employees of the school system selected by the immediate supervisor. Prior to the discussion, the employee shall identify the discussion as Step I of this grievance procedure. If the matter in dispute is not settled, immediately prior to termination of the Step I discussion, the employee shall execute a duplicate form provided by the Union showing the date, time, place, persons involved in the discussion, a written statement of the grievance discussed and the relief requested. The form shall be signed by the employee and the immediate supervisor. Should the employee leave the discussion prior to executing the form, he shall have no further right to press the grievance. Should the supervisor fail to sign the form, the grievance shall proceed to Step 2.

STEP 2. If the dispute is not settled at Step I within two (2) school days, within five (5) school days thereafter, the matter shall be reduced to writing and submitted to the Deputy Superintendent or designee. The written "Statement of Grievance" shall include:

1. The name(s) of the employee(s) involved;
2. A brief statement of the facts giving rise to the grievance;
3. Where appropriate, a reference to the provision(s) of the Agreement alleged to be violated; and,
4. The relief requested.

The Deputy Superintendent or his/her designee shall meet with the persons referred to in Step I within five (5) school days of such submission and shall render a decision thereon in writing within five (5) school days of such meeting. The specific written grievance presented at Step 2 shall be used solely and exclusively as the basis for Steps 3 and 4. Step 2 shall also be the initial step where an alleged grievance arises out of the action of an assistant superintendent, an associate superintendent, deputy superintendent or other comparable division head.

STEP 3. If the dispute is not settled at Step 2, then the dispute shall be submitted in writing within another five (5) school days to the Superintendent of Schools. A copy of the grievance as presented at Step 2 along with the written decision shall be forwarded to the Superintendent of Schools at the time that Step 3 is invoked. The Superintendent, or designee, and those he/she may further name shall meet with the persons referred to in Step I within ten (10) school days of such submission and the Superintendent or designee shall render a decision thereon in writing within ten (10) school days of such meeting.

STEP 4.

1. If the Union is dissatisfied with the decision rendered at Step 3, it may invoke arbitration of the grievance by filing notice with the American Arbitration Association within ten (10) school days after the rendition of the decision in Step 3. Simultaneously, notice shall be sent to the President of the Board of Education, the Superintendent of Schools, and the Office of Labor Management and Employee Relations.
2. The question in dispute, jointly stipulated to if possible, shall then be referred to an arbitrator selected by the parties from a panel or panels submitted by the American Arbitration Association.
3. The arbitrator shall hear and decide only one grievance in each case. He shall not be bound by formal rules of evidence. He shall be bound by and must comply with all the terms of this Agreement. He shall have no power to delete or modify in any way any of the provisions of this Agreement. He shall have the power to make appropriate awards. The arbitrator shall render his decision in writing, setting forth the arbitrator's opinion and conclusions on the issues submitted, within thirty (30) days after the conclusion of the hearing. The decision of the arbitrator shall be final and binding upon both parties and all employees during the life of this Agreement, with respect to grievances concerning the interpretation or application of the specific terms of this Agreement.
4. No provision of the Agreement, which is stated to be a matter of policy, shall be subject to arbitration.
5. Fees and expenses of the arbitrator shall be borne by the non-prevailing party.
6. The parties may mutually agree on a different method of selecting an arbitrator than herein set forth, provided that such selection process is initiated within the ten (10) days referred to in (1) above.
7. No individual employee may invoke or pursue this Step 4.

b) Where a grievance is raised by the Union:

If the dispute involves an individual employee, the steps shall be the same as those outlined in 2.a) above, except that the participants shall be the Union, the employee, the employee's immediate supervisor, and additional persons, if any, selected by the immediate supervisor in Step 1. If the dispute involves a matter of general application, the initial step shall be Step 3 as outlined in 2.a) above. The specific written grievance shall be used solely and exclusively as the basis for Step 4. In all cases under 2.b) the initiating party, if any, as outlined in Step 4 shall be the Union.

C. General

1. No matter shall be entertained as a grievance hereunder unless it is raised with the other party within ten (10) school days after the occurrence of the event giving rise to the alleged grievance.
2. All time limits set forth in this Article may be extended by mutual consent, but if not so extended, must be strictly observed. If the matter in dispute is not resolved within the period provided for any Step, the next Step may then be invoked, provided that if a party fails to pursue any Step within the time limits provided, he shall have no further right to press the grievance.
3. Once a grievance has been filed, it may not be altered except that the grievant may delete items from the grievance.

4. If the Union is not a party to Steps 1, 2, or 3 of this Article, then the disposition of the dispute shall not be a precedent with respect to it.

5. No hearing, as provided in Step 4, shall be open to the public or persons not immediately involved, unless all parties to the same agree.

6. The fact that a grievance is raised by an employee, regardless of its ultimate disposition, shall not be recorded in the employee's personnel file or in any file or record utilized in the promotion process; nor shall such fact be used in any recommendations for job placement; nor shall an employee be placed in jeopardy or be subject to reprisal for having followed this grievance procedure.

7. 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, entitled to be present to attend. No witness shall be admitted to such hearings unless their relevancy to the case has been previously established. Such witnesses shall be present at the hearing only at such time that personal testimony is presented. When such hearings are held during school hours, all employees who are entitled to be present at the hearing shall be excused with pay for that purpose.

8. The Board and the Union shall have the right at their own expense to legal and/or stenographic assistance at Step 4.

9. The employees in the unit and the Union shall follow the procedures set forth in this Article with respect to any grievance they may have and shall not follow any other course of action to resolve their grievances. If either breaches this provision, the right to invoke the provisions of this Article as to the incident involved shall be forfeited.

10. No recording device shall be utilized 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.

11. 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.

D. Joint Grievance Committee

The Union and Management shall establish a joint grievance committee to meet once monthly to accomplish the following:

- 1. Monitor and track the status of grievances pending at Steps 2 and 3;**
- 2. Attempt alternative dispute resolution following Step 2.**

ARTICLE VII. DISCIPLINARY ACTION

A Discipline and Discharge

1. For suspension actions of five (5) school days or more or discharge, an employee shall be notified in writing by the official taking the action with a copy to the Union no later than ten (10) school days prior to the effective date.

2. The notice shall include the proposed action with the reasons for the action so stated. Within five (5) school days of the receipt of the notice, the employee has the right to review any documents supportive of the charges, and to reply in writing or in person to all charges and to furnish any statements in support of his/her reply.

3. The decision shall go into effect as stated unless upon consideration of all relevant facts by the official taking the action, the action is to be modified, at which time the employee and the Union shall be so notified in writing of the modification. The action shall not be effected until the requirements of this Article have been satisfied.

B. The initiation of the disciplinary action shall be taken no later than thirty (30) school days after the supervisor's knowledge of the alleged infraction.

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

D. Should such administrative action result in the suspension of five (5) days or more or discharge, then the provisions of A above shall apply.

E. All suspensions shall be administered in a manner, which causes the teacher to lose no more pay than the actual days of suspension.

F. No disciplinary action shall be taken except for just cause.

G. Written Reprimands

1. 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.

2. The 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.

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

4. If the administrator concludes 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.

5. A teacher has the right, upon request, to have a Union representative present during an investigatory meeting with the administrator.

6. This provision shall be subject to the grievance procedure.

H. Disciplinary Conferences

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

I. Professional Courtesy

As appropriate protocol, and when possible, all differences of an interpersonal nature should be worked out during 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.

J. Complaints

If a teacher becomes the subject of a complaint, the following processes will be observed in the resolution of the complaint.

1. Every effort should be made to resolve the complaint at the earliest possible stage. Whenever possible, the complaint concerning the teacher should be made directly by the complainant to the teacher against whom the complaint is made.
2. If the complainant is unable or unwilling to resolve the complaint directly with the teacher involved, he/she may submit a written complaint to the teacher's principal.
3. a. When a written complaint is received, the principal shall provide the teacher with a copy within 72 hours. During school vacation periods, such copy will be sent certified mail, receipt requested. The teacher will have up to five (5) days, from the receipt of the copy, to prepare his/her response.
 - b. The written complaint must include:
 - i. The name of each of the parties involved;
 - ii. A brief but specific summary of the complaint and the facts surrounding it; and,
 - iii. A specific description of any prior attempts to discuss the complaint with the teacher.
4. Areas of concern regarding the complaint shall be discussed with the teacher in private. All matters relating to a complaint are to be kept confidential.
5. Documents, communications and records dealing with the complaint shall be placed in the teacher's personnel file, unless the complaint is unfounded, and all copies and records will be forwarded to the teacher within five (5) working days.
6. All time limits regarding the investigation and resolution of a complaint shall be reasonable, but in no event should exceed 15 days, unless by mutual written agreement of the parties.
7. The administrator investigating the complaint shall proceed in a manner free from bias, and shall objectively weigh all facts of the complaint prior to reaching a conclusion.
8. This complaint process does not abridge nor apply to Section 14 ADVERSE ACTIONS of the District of Columbia Municipal Rules. Nor does it apply in cases of sexual harassment or physical/sexual abuse of a student.

ARTICLE VIII. CHAPTER MEETINGS

The school chapter of WTU, upon written notification to the supervisor by the building representative or his/her designee of its desire to meet, shall be permitted to meet within the school during the lunch period or outside of regular school hours under circumstances which will not interfere with the instructional programs or the total school use. The notice shall include the planned attendance at such meetings of persons other than members of the school chapter. Normally, there shall be at least a twenty-four (24) hour notice given. Expenses incident to the meeting, other than those normally a part of the school operation, shall be borne by the Union.

ARTICLE IX. CONSULTATION WITH SCHOOL CHAPTER ADVISORY COMMITTEE

A. The supervisor and his designees (teachers excluded) and the School Chapter Advisory Committee shall meet once a month during the school year, unless otherwise mutually agreed, to consult on matters of school policy and questions relating to the implementation of this Agreement. Decisions reached at these meetings shall not change the Agreement or any established Board Rule, or system-wide policy or procedure.

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

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

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

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

F. In schools where site-based shared decision making and participatory management models are implemented, the Local School Restructuring Team (LSRT) shall operate under guidelines established in the Planning Guide for LSRT's as agreed upon by the Board and the Union. The SCAC shall receive all recommendations or matters generated by the LSRT.

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

ARTICLE X. INFORMATION AVAILABLE TO THE UNION

The Board shall make available to the Union upon its reasonable request, available information, statistics, and records relevant to negotiations, or necessary for the proper enforcement of the terms of this Agreement.

ARTICLE XI. INFORMATION AT THE SCHOOL

A. All official announcements to teachers and other information of interest to teachers shall be posted upon receipt by the supervisor on the school bulletin boards for the inspection by teachers. A copy will be **designated for and** furnished to the building representative. Where the posting contains compliance deadlines, or where timelines are a factor in the content of the announcement, notice shall be furnished to all teachers.

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

C. Information concerning extra-duty assignments for which there is pay and building seniority of teachers in a given school shall be made available to the building representative upon request. The seniority list shall contain the name of the teacher, the date of entry into the school, the number of years of building seniority, and the date of certification.

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

ARTICLE XII. BULLETIN BOARDS

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

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

ARTICLE XIII. PROMOTION POLICIES

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

B. All vacancies in higher positions to be filled competitively shall be advertised throughout the school system by announcements, which will set forth the grade level, application procedures and the deadline date for submission of application. Additional information concerning positions may be secured from the Division of Human Resources.

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

D. Applications must be in writing using the appropriate official application form. At least fourteen (14) calendar days from the date of publication of the announcement shall be given for the submission of applications.

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

ARTICLE XIV. DAMAGE OR LOSS OF PROPERTY

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

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

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

ARTICLE XV. SUBSTITUTE SERVICE

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

~~B. Provided qualified substitutes are available; a substitute shall be hired to cover every absence of a classroom teacher, including resident teachers of special subjects.~~

B. Substitutes shall be hired to cover every absence of a classroom teacher, including resident teachers of special subjects.

~~C. Class Coverage~~

~~1. If a qualified substitute is not available, teachers in secondary schools may be required to cover classes on a rotation basis.~~

~~2. If a qualified substitute is not available, teachers in elementary schools may be required to accept other students in their classrooms for instruction with consideration given to the grade levels of the students involved.~~

C. Teachers will not cover classes, except as provided for in Article XXV, A, 6a.

D. Except where it is not possible to do so, teachers shall provide current class and section rolls and lesson plans for substitutes and shall also provide them with pertinent building instructions as previously prepared by the office. Lesson plans shall be prepared in such a way as to enable a substitute teacher to carry on the teaching assignments with continuity in the educational program.

ARTICLE XVI. TEMPORARY TEACHERS

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

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

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

ARTICLE XVII. TEACHER EVALUATION

A. U.S. Congressional legislation has determined that the teacher evaluation instrument shall be

developed by District of Columbia Public Schools (DCPS).

B. The Union shall have the opportunity to consult with the superintendent on such teacher evaluation instrument prior to its implementation.

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

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

E. If a teacher decides to challenge an alleged violation of the evaluation procedure, such challenge shall commence at Step 3, the superintendent's level, of the grievance procedure. A teacher recommended for termination, as a result of the evaluation procedure, must be afforded due process as outlined under the grievance procedure of this contract.

ARTICLE XVIII. GENERAL PROVISIONS RELATING TO SCHOOL OPERATIONS

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

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

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

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

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

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

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

G. Solicitation of Money

1. Solicitation of teachers in any school building for contributions or donations shall be limited to

announcement of opportunities for such contributions.

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

H. Emergency School Closing

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

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

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

~~K. Except in those schools where department heads receive stipends, teachers in each department or grade level shall be free to elect their department head or grade level chairperson from among themselves by majority vote in secret ballot of all teachers in the department or grade level. Upon his/her election, the department head will notify the supervisor in writing of his/her chairpersonship. Said election shall be held on or before May 15 of each school year. DCPS shall not be involved in any part of the election procedure.~~

K. Department Chairpersons

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

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

L. Safe Conditions in Schools

1. No class shall be held in any room or building where the teachers would be in physical danger because of the existence of unsafe conditions as determined by the supervisor in consultation with the School Chapter Advisory Committee or with the appropriate District of Columbia government agency. The decision reached shall be made in the best interest of all concerned.
2. DCPS shall be responsible for furnishing and maintaining conditions of employment that are free of hazards that are causing, or are likely to cause accidents, injury or illness to employees.
3. Employees shall be guaranteed protection from any restraint, interference, coercion, discrimination or reprisal for filing a report of an unsafe or unhealthful condition, or for any other participation in a safety program.

M. Within thirty (30) days of ratification of this Agreement, a joint DCPS-Union committee on Health and Safety is herein established and empowered to make recommendations to the Board regarding the disposition and resolution of any and all problems attendant to safety and health in the schools. The superintendent shall appoint two (2) members and the Union president shall appoint three (3) members to the committee.

N. Personnel Committee

- A. **Except in schools that are under redesign, restructuring, transformation, or target assistance, each school will have a standing Personnel Committee that will interview and recommend all candidates for any vacant positions at the school. The members of the Personnel Committee will include:**
 1. The administrator or his/her designee;
 2. The WTU Building Representative or his/her designee;
 3. The Department Head, or grade level chairperson of the applicable department or grade level(s) affected by the subject vacancy or his/her designee;
 4. At least one additional teacher elected by the WTU chapter at the school; and
 5. A parent of a current student, chosen from a list agreeable to both the WTU chapter and the administration.
- B. **After interviewing the candidates, the Personnel Committee will rank the candidates in order of preference using a consensus method. This recommendation will be forwarded to the administrator, who will make the final hiring decision from those ranked by the committee.**
- C. **All information received and/or disclosed during the interview and hiring process is confidential, and will not be shared with, or disclosed to, any third party.**

ARTICLE XIX. LEAVE POLICIES

A. Sick and Emergency Leave

1. ~~Ten (10) month teachers shall accrue leave at the rate of one-half (1/2) day per pay period~~

~~worked up to a total of ten (10) days during each school year. Three (3) of these leave days may be used for general leave during each school year. General leave shall not be cumulative. Unused sick leave shall be carried forward from year to year.~~

1. For the purposes of accruing and using leave, a day of leave is defined as eight (8) hours, regardless of the tour of duty. For leave purposes, one-half of the tour of duty is calculated as four hours. Ten (10) days (80 hours) of leave are posted at the beginning of each school year for ten (10) month teachers. Three days (twenty-four [24] hours) of those leave hours may be used for general leave during each school year. General leave shall not be cumulative. Unused sick leave shall be carried forward from year to year.

2. Twelve (12) month teachers shall earn thirteen (13) days sick leave per calendar year at the rate of one-half (1/2) day for each full bi-weekly pay period worked. Unused sick leave shall be carried forward from year to year.

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

- a) Teachers with less than three (3) years service shall earn thirteen (13) days;
- b) Teachers with three (3) but less than fifteen (15) years of service shall earn twenty (20) days; and,
- c) Teachers with fifteen (15) or more years of service shall earn twenty-six (26) days.

4. 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 reason for denial of leave.

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. 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.

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.

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

8. Teachers may be excused immediately from class, with charge to leave, for pressing, urgent emergencies at any time upon oral explanation and notification to the supervisor or his/her designee. For the purpose of this Article, emergency shall be defined as any situation requiring immediate attention over which the employee has no control.

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.

10. A teacher may elect to return to the Board one-half (1/2) of the sick leave days accrued but not taken during the current year at the current daily rate of pay. Unpurchased sick leave shall be credited each year to the teacher's sick leave balance and shall not be subject to the Sick Leave Buy-Back Plan.

11. An employee sick leave bank shall be operated under the guidelines approved by the Board and the Union.

12. An employee maternity/paternity leave bank shall be established not later than the second year of this agreement and operated under the guidelines developed and approved by the Board and the Union.

B. Funeral/Bereavement Leave

1. Two (2) additional days of leave will be granted without loss of pay and benefits for death of an immediate family member (parent, legal guardian, child, sibling or spouse). This does not preclude the use of accrued sick leave if additional days are needed for the purpose of bereavement or attending a funeral.

2. Funeral/bereavement leave shall not be cumulative.

C. Administrative Leave

1. Administrative leave shall be granted to a teacher when it is necessary for the teacher, in a major hardship case, to use time during the school day to seek redress under the terms of this Agreement.

2. Teachers who are authorized by the Board to attend appropriate job-related technical, scientific and professional conferences, conventions, meetings, seminars, symposiums, approved training courses, workshops and to visit industry and other schools during regular duty hours are considered to be in an administrative leave status.

3. Teachers shall be carried in a leave without loss of pay status when summoned to serve as a juror on a petit or grand panel, or to appear in court as a subpoenaed witness in their official capacity, or on behalf of federal, state, or municipal governments. The teacher shall furnish his/her supervisor with a copy of the summons within twenty-four (24) hours of his/her receipt of the summons. If a teacher is excused from jury duty for a day or a substantial portion thereof, he/she shall report to the place of his/her employment and perform the duties assigned for that day or portion thereof. Any pay received for service as a witness or juror, other than expenses, shall be handled in accordance with applicable policy or law.

4. When a teacher is injured in the performance of his/her duties, he/she shall be considered in a duty status during the time required for initial examination, emergency treatment, or treatment during duty hours.

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

6. Leave shall not be charged when schools are closed to teachers for emergency reasons.

7. Teachers who are injured on the job and are unable to work shall be entitled to compensation as provided for in Section 1-624.2 of the D.C. Code.

D. Extended Leaves of Absence

1. Extended leaves of absence with or without pay for periods in excess of thirty (30) days and not to exceed two (2) years may be granted by the Board to permanent or probationary teachers. Among the reasons, but not limited to, for which such leaves of absence may be used are the following:

- a) Personal illness leave
- b) Family care leave
- c) Maternity leave
- d) Paternity leave
- e) Adoption leave
- f) Educational leave with pay
- g) Educational leave without pay
- h) Military service leave

2. A teacher who is granted an extended leave of absence for maternity/**paternity** purposes may elect to use her accrued sick leave at the time she begins the extended leave of absence from duty.

3. A teacher returning from maternity/**paternity**, adoption or educational leave shall have the right to return to his/her former or comparable position.

4. A teacher shall be permitted to return from maternity/**paternity**, adoption, or educational leave upon a thirty (30) day written notice of intent to return to work prior to the end of a semester. This shall not preclude a teacher from an earlier return at the discretion of the Board.

5. Upon proper application, permanent teachers may be granted a leave of absence without pay for one (1) school year to serve as a full-time employee of the Union. A teacher granted such leave of absence shall retain all rights of reinstatement in accordance with the Rules of the Board.

E. Educational Leave With Pay

1. A permanent teacher may be granted a leave of absence with one-half (1/2) of his/her salary after six (6) continuous years of service in the Public Schools of the District of Columbia to pursue full-time graduate study in a program approved by the Board.

2. Such leave as granted in paragraph 1 above may be terminated at any time if the teacher fails to pursue in a satisfactory manner the purpose for which said leave of absence was granted.

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

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

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

I. Family and Medical Leave

The Board shall comply with and provide benefits to bargaining unit employees as provided in the Family and Medical Leave Act of 1993, or as subsequently amended.

ARTICLE XX. MAINTAINING STUDENT DISCIPLINE

~~A. The parties recognize that a good discipline program is understood to foster a warm accepting school and classroom atmosphere whereby students develop self control and self direction, and that a maintenance of discipline is necessary in order that an effective educational program may be conducted hours when the activity is teacher initiated or is one for which the teacher volunteers.~~

A. The parties agree that Title 5, DCMR Chapter 25 is the policy which establishes the procedures for maintaining student discipline. The parties recognize that a good discipline program is understood to foster a warm accepting school and classroom atmosphere whereby students develop self-control and self-direction, and that a maintenance of discipline is necessary in order that an effective educational program may be conducted.

~~B. Teachers shall exercise the responsibility for the supervision and discipline of students throughout the school during the school day, and during school sponsored activities, during out-of-school hours when the activity is teacher initiated or is one for which the teacher volunteers.~~

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

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

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

~~E. Recognizing that actions taken to resolve student difficulties should be those which are intended to return the student to a profitable and acceptable learning situation, the supervisor will first confer with the teacher involved before making a decision on the disposition of the student.~~

E. Recognizing that actions taken to resolve student difficulties should be those which are intended to return the student to a profitable and acceptable learning situation, the supervisor will first confer with the teacher involved before making a decision on the disposition of the student. Both the teacher and the administrator must make every effort to confer on the same day as the reported incident.

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

~~G. Each school year teachers shall be apprised of the disciplinary rules of the school.~~

G. The Board and WTU will develop and implement joint training regarding student discipline procedures. It is recommended that training occur by the end of the first advisory.

H. 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.

I. 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.

J. 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.

K. Personal Injury Procedures:

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

ARTICLE XXI. REPORTING STUDENT PROGRESS

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

B. If a student is failing a course or grade the teacher shall notify the student, his/her parent or

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

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

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

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

F. Student Grades

1. In non-computerized schools, teachers shall record student grades on the form provided by the Board. The report cards shall be prepared within five (5) school days after the close of each advisory/grading period, except in June when report cards shall be issued on the last day of school for students.

2. In computerized schools, teachers shall complete and submit the computer mark report and attendance forms to the school office within five (5) school days after the close of the advisory/grading period and/or the receipt of the form by the teacher.

3. Where applicable, teachers shall complete the report required by the governing licensure board.

ARTICLE XXII. RELIEF FROM NON-TEACHING DUTIES

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

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

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

C. School-wide detention.

D. Duties as to impact aid forms, except distribution and collection and completion of the related membership form.

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

1. activities initiated by the teacher;
2. activities beginning during the school day; and,
3. class projects.

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

ARTICLE XXIII. ADDITIONAL SCHOOL FACILITIES

- A. Adequate facilities and supplies will be made available in teacher washrooms. Dispensers for female needs shall be made available in an appropriate location in the school. Proceeds from these dispensers shall be used to supply and maintain such dispensers.
- B. Where conditions permit, each school shall be provided with one lounge for use by teachers.
- C. The parties will continue to explore means of providing parking facilities at all school buildings

and at those buildings where space safely permits, parking facilities shall be made available.

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

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

ARTICLE XXIV. STUDENT ACTIVITY FUND

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

~~B. The administration of the funds shall be in accordance with the "Student Activity Fund Policy Manual" issued July 1992: "Student Activity Fund Accounting Guides", issued July 1992 and the Superintendent's revised Directive #623 on Student Activity Fund.~~

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

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

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

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

~~F. The School Chapter Advisory Committee shall have the right to have beverage machines installed in teacher lounges and shall assume all responsibilities thereto. Funds earned through beverage machines shall be deposited in the General Fund Activity within the SAF and used for school purposes only. The funds shall be subject to semi-annual audits and reports to the supervisor.~~

F. The School Chapter Advisory Committee shall have the right to have vending machines installed in teacher lounges and shall assume all responsibilities thereto. Funds earned

through vending machines shall be deposited in a faculty account within the SAF and used for school purposes only. The funds shall be subject to semi-annual audits and report to supervisor.

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

ARTICLE XXV. POLICIES RELATING TO WORKING CONDITIONS OF TEACHERS

A. General

1. Work Year

- a) The work year for employees in the ET Teachers' Bargaining Unit shall not exceed one hundred ninety (192) days of which not more than one hundred eighty five (185) shall be teaching days.
- b) The work year for employees in the EG Teachers' Bargaining Unit shall be fifty-two (52) weeks.

2. Hours of Work

- a) **Effective School year 2002-2003** the normal workday for employees in the ET Teachers' Bargaining Unit shall be ~~from 8:30 a.m. to 3:30 p.m.~~, **seven consecutive hours beginning no earlier than 7:30 a.m. and ending no later than 4:30 p.m.**, inclusive of a duty-free lunch period.
- b) The normal workweek for employees in the EG Teachers' Bargaining Unit shall be forty (40) hours.
- c) Individual teacher schedules and the schedules of groups of teachers in their respective schools may be adjusted but in no case shall any teacher's schedule exceed the length of the normal work day for teachers specified above without the teacher's consent.

3. Signing In and Out

- a) Immediately upon his/her arrival, each teacher shall record in the school business office of his/her immediate supervisor the time of his/her arrival, and he/she shall report to his/her classroom or place of duty at least five (5) minutes before the official school day for students.
- b) Itinerant teachers shall immediately upon their arrival at each school assigned, record in the school business office their time of arrival.
- c) Teachers shall record in the school business office or in the office of their immediate supervisor the time of their departure at the end of the school day.
- d) Teachers shall not be required to use time clocks.**

4. Leaving Building

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

5. Meetings

- a) General faculty meetings called by the school administration shall be held no more than once a month except in September or June when (1) one additional meeting may be necessary in each such month, or except in the event of emergencies. 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. An agenda for the meeting covering all known matters will be posted or furnished to the faculty at least twenty (24) hours in advance. Additional meetings may be held by mutual agreement of the School Chapter Advisory Committee and the supervisor or his/her designee. No faculty meeting shall exceed one (1) hour in duration, nor extend beyond 4:15 p.m., except by mutual agreement or except in an emergency. It is Board policy that teachers shall be free to discuss matters at such meetings. The term "faculty meeting" as used herein does not include organizational meetings on the opening day for teachers.
- b) Teachers shall be required to attend regularly scheduled system-wide departmental meetings, not in excess of four (4) per year.
- c) Nothing in this Article shall prevent the calling of other meetings of teachers outside of the school day for teachers at which attendance shall be voluntary.

6. Emergency Assignments

- ~~a) The unavailability of a teacher to cover a class or other scheduled activity constitutes an emergency. In such emergency situations the supervisor can assign teachers to cover said classes from a per-period rotation list.~~
- a) If a teacher notifies the principal or his designee that he or she will be absent less than twelve (12) hours before the start of that teacher's tour of duty, that shall constitute an emergency. In such 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 the grade levels of the students involved.**
- b) An emergency assignment, which is regarded by a teacher as inappropriate, may be challenged under the grievance procedure. However, performance of the assignment is not to be withheld while the propriety of the assignment is being determined.

7. Class Size

- a) Except as provided in "b' below, maximum class size shall not exceed the following:
 - i) 15 for pre-kindergarten (non-compulsory); or 20 for pre-kindergarten (non-compulsory) with an aide;
 - ii) 20 for kindergarten through grade 2;
 - iii) 25 for grades 3 through 6;
 - iv) 25 for secondary academic classes;

- v) 12 for remedial classes;
- vi) 18 for industrial arts and home economics;
- vii) 18 for shops in career development;
- viii) 12 for classes of students with specific learning disabilities;
- ix) 12 for classes of students with speech/language impairments;
- x) 5 for classes of students with hearing impairments including deafness;
- xi) 5 for classes of students with visual impairments including blindness;
- xii) 8 for classes of students with an emotional disturbance;
- xiii) 4 for classes with multiple (physical disabilities) handicapped students;
- xiv) 6 for classes of students diagnosed with mental retardation at a severe level;
- xv) 12 for classes of students diagnosed with mental retardation at a mild or moderate level;
- xvi) 4 for classes of students diagnosed with mental retardation at a profound level;
- xvii) 10-15 per class of students with traumatic brain injury;

- xviii) 6 for classes of elementary students with autism; 7 for classes of secondary students with autism;
- xix) 10 -12 for classes of elementary students with orthopedic impairments; 12 - 15 for classes of secondary students with orthopedic impairments;
- xx) 10 - 12 for classes of students with other health impairments;

b) An acceptable reason for altering the class size may be any of the following:

- i) lack of sufficient funds for equipment, supplies, or rental of classroom space;
- ii) lack of classroom space and/or personnel available to permit scheduling of any additional class or classes in order to reduce class size;
- iii) conformity to the class size objective because it would result in the organization of half or part-time classes;
- iv) a class larger than the above is necessary and desirable in order to provide for specialized or experimental instruction;
- v) placement of pupils in a subject class for which there is only one (1) on a grade level;

- vi) size of specific classroom space is inadequate.

8. Program Assignments

- a) Teachers may express in writing to the supervisor their preference of grade assignment in the elementary school and subject assignment in the secondary school, and the principal will honor such preferences when the request is consistent with the educational needs of the school. If a teacher does not receive his/her requested assignment, he/she shall be so notified in writing with the reason(s) stated.
- b) Teachers' programs will be established in accordance with the following guidelines:
 - i) Teachers' abilities and preparation shall be a prime consideration;
 - ii) The number of different rooms in which assignments occur for a teacher shall be held to the minimum;
 - iii) Equitable standards shall be applied within a school for exemptions from homeroom and building assignments; and,
 - iv) In rooms with specific stations (shops, typing rooms, laboratories), the number of pupils assigned to such rooms shall not exceed the number of stations available, provided that in the programming of such classes, an extra number of pupils equal to the anticipated attrition rate may be included.
- c) Teachers shall have the opportunity to express their preference of assignment to school committees and other extra-curricular activities for which there is no pay. These requests shall be honored on the basis of competency of the individual in the judgment of the supervisor.
- d) Elementary teachers shall receive their tentative grade assignments and secondary teachers shall receive their tentative subject assignment for the next school year no later than the last day of the current school year.

9. Conference with Parents

- a) The responsibility of the teacher to be available for conferences with parents is recognized as a teacher's professional responsibility and shall be encouraged by the parties. Such contact with parents shall be accomplished by personal appointment, parent-teacher conference meetings, home visits, or telephone conversations. **In order to contact parents, the use of designated school phones shall be made available for use by teachers.**
- b) Teachers ~~shall be~~ **are** required to attend for the sole purpose of meeting with parents, not more than four parent-teacher conference meetings during ~~the~~ **each** school year by night. ~~Such parent-teacher conference meetings may be changed to day meetings if the community affected so desires. In order to contact parents, the use of designated school phones shall be made available for use by teachers.~~ **Three of these shall be held on non-instructional days from 12:00 noon to 7:00 P.M., 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.**

10. Lesson Planning

- A. The Board and the Union agree that effective planning is fundamental to the success of the teaching-learning process. Lesson plans shall be required of each teacher and such plans may be reviewed by the principal/supervisor at any time upon his/her request. It is understood that lesson plans are used as a guide to the teacher in structuring the learning experiences of pupils, and that, therefore, the teacher should be the judge as to how much detail should be included. However, if it is demonstrated that the teacher is in need of assistance in improving his/her teaching-learning activities, then supervisory personnel/principal may make suggestions as to how planning might be improved.
- B. If the immediate supervisor/principal determines as a result of the DCPS evaluation process that a teacher is in one of these two evaluation categories, "needs improvement" or "performance is unsatisfactory", then the supervisor/principal shall direct how planning should be improved.
- C. Lesson Plans do not determine a teacher's effectiveness; therefore, they shall not be used in isolation to determine a teacher's effectiveness.

11. Combined Education Components

In recognition of the unique organizational demands of schools providing both secondary and elementary programs, the schedules of teachers who are appointed to such schools may be adjusted to meet the needs of the students, provided that no elementary teacher is deprived of a minimum thirty (30) minute duty-free lunch period and a minimum of three (3) planning periods per week and that no secondary teacher is deprived of a minimum of five (5) planning periods per week and a duty-free lunch period of a full teaching period. Secondary teachers may be assigned lunchroom/playground duties in lieu of a teaching period.

12. Reimbursement for Travel

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

B. Non-Traditional Scheduling

1. In accordance with non-traditional scheduling such as Block or Flextime scheduling, each school site shall determine how best to utilize fully its staffing allocation for the school year. The School Chapter Advisory Committee must consider the request for such non-traditional scheduling.
2. If the SCAC recommends the implementation of such non-traditional scheduling, then the entire faculty must, by secret ballot vote, approve the measure by a percentage of

no less than ~~eighty five percent (85%)~~ **eighty percent (80%)** before such implementation may occur.

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.
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 Article IV Transfer Policy.

C. Secondary Schools (High Schools, Junior High Schools, Middle Schools, and Grades 7 and 8 in Educational Centers)

1. Planning Periods

- a) All secondary school teachers (except shop teachers in career development centers) shall be given at least five (5) planning periods per week.
- b) The parties agree that planning periods shall be used in a relevant manner towards improving the instructional program. In addition to such professionally related duties as lesson planning, grading papers, studying and maintaining student progress records, developing student profiles, teachers shall also be available for scheduled conferences (e.g., pupil-teacher, teacher-teacher, administrator-teacher, and parent-teacher conferences).

2. Lunch Periods

In the secondary schools, each teacher shall have a duty-free lunch period equal in length to a full teaching period.

3. Program Assignments

- a) In the secondary schools, there shall be no more than three (3) consecutive periods of academic teaching assignments, except where the teacher concerned agrees otherwise.
- b) In the secondary schools, the number of lesson preparations shall be kept at a minimum, consistent with an effective teaching program.
- c) A teacher may be assigned to a duty in lieu of a teaching period.

D. Elementary Schools

1. Planning Periods

- a) Teachers in the elementary schools shall be given at least three (3) planning periods per week totaling a minimum of one hundred thirty five (135) minutes per week. A planning period shall be a minimum of forty five (45) minutes in duration. In all schools where it is possible to do so, five (5) planning periods per week shall be provided for all elementary teachers. The supervisor of each elementary school, in consultation with the School Chapter Advisory Committee will review the schedule of his/her school to the end that each

teacher shall have five (5) planning periods per week as rapidly as possible. All grievances concerning this section shall be expedited beginning at Step 3 - the Superintendent's level.

- b) The parties agree that planning periods shall be used in a relevant manner towards improving the instructional program. In addition to such professionally related duties as lesson planning, grading papers, studying and maintaining student progress records, developing student profiles, teachers shall also be available for scheduled conferences (e.g., pupil-teacher, teacher-teacher, administrator-teacher, and parent-teacher conferences).

2. Lunch Periods

~~In the elementary schools, the principal/supervisor and the School Chapter Advisory Committee shall develop a lunch periods schedule, which shall have a minimum number of thirty (30) minute duty-free uninterrupted.~~ **In the elementary schools, the principal/supervisor and the School Chapter Advisory Committee shall develop a schedule and utilize available human and other resources, so that each teacher shall have a thirty-minute, duty-free, uninterrupted lunch period each day.** The objective shall be to achieve the equivalent of an average daily forty-five (45) minute duty-free uninterrupted lunch period, even in inclement weather. 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 principal/supervisor and the School Chapter Advisory Committee.

E. Career Development Centers/Vocational Programs

1. Whenever possible, teachers with double shops in the career development centers/vocational programs will be relieved of section duties.
2. In the career development centers/vocational programs, each teacher shall have a duty-free lunch period of a full teaching period.
3. 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.

F. Special Education City-Wide Schools

1. In the special education citywide schools, the principal/supervisor and the School Chapter Advisory Committee shall develop a schedule, which shall have a minimum number of thirty (30) minute duty-free, uninterrupted lunch periods. The objective shall be to achieve the equivalent of an average daily forty-five (45) minute duty-free, uninterrupted lunch period even in inclement weather.
2. The principal/supervisor and the School Chapter Advisory Committee shall review the schedule in the school in an effort to provide a maximum number of planning periods without a disruption of the instructional program.

G. Special Education Related Training for Teachers

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

Article XXVI Quality Education

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

- A. School Reform is comprehensive strategies over time to redesign, restructure, or transform schools that are not effectively serving children and the community, into schools that support and facilitate increased student achievement, by redesigning, through the implementation of research-based proven instructional programs; and/or restructuring the staff; and/or improving the facilities, available resources and services.**
- B. The Board shall provide written notice of potential school transformation to all teachers in those identified schools no later than the end of the first advisory of the School Year.**
- C. Within two weeks of the Board's decision to transform schools, all teachers in those schools shall be given written notice of that decision.**
- D. All teacher transfers into or out of a transformation school shall be treated as involuntary transfers for purposes of building seniority.**
- E. Teachers affected by the transformation of the school to which they are assigned, shall be placed in vacant positions for which they are certified before voluntary transfers, or new hires are placed. This priority placement does not include transformation schools.**

Professional Development

- A. The Board and the Union agree that matters dealing with quality education decisions are the Board's responsibility. The parties agree that teachers must 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.**
- B. The SCAC, in consultation with the staff, may develop surveys to seek information for the training of, and assistance to, teachers related to improving student achievement.**
- C. The Building Representative, after conducting such a survey, will share the results with the LSRT for consideration during the professional development deliberations for local school plan policy recommendations.**

National Board Certification

The Washington Teachers' Union and the District of Columbia Public Schools are committed to

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

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

The Board realizes the importance of assisting teachers toward National Board Certification. Therefore, when funds are available, financial support for the application fee and a monetary stipend for those who have achieved National Board Certification will be provided.

ARTICLE XXVII. AUXILIARY AND ANCILLARY SERVICES

A. Librarians

1. The District of Columbia Public Schools shall maintain library and media center facilities.
2. As funds are specifically allocated, clerical assistance shall be provided for all librarians.
3. Librarians shall not be assigned regular non-librarian duties, which will cause the closing of the library.
4. Where there are two (2) or more professional staff personnel assigned to a media center or library, the librarian with building seniority shall be designated as team leader if the qualifications are equal.
5. Librarians shall be given the opportunity to acquire the necessary training for handling non-print materials, provided funding is available.
6. When libraries are established, the standards of the American Library Association shall be considered.
7. Continuous access to the library collections and flexible scheduling shall be components of the library media center. Flexible scheduling for the use of the library shall be developed and implemented when it is deemed appropriate for the instructional program of the school by the supervisor after consultation with the librarian-media specialist.
8. School librarians shall arrange cooperative meetings and/or conferences with faculty members during the employee’s work day. These meetings and/or conferences shall be to discuss issues, books, materials and other business pertinent to the professional librarian’s and faculty member’s mission of providing the highest quality of education to DCPS students. The goal of Section A is to implement the most efficient and effective use of the library as a learning and resource center.

9. Librarians are integral members of the teaching function in the DCPS. Librarians shall, in addition to the traditional functions, collaborate in the selection of all learning resources, work with teachers in the planning and/or implementation of curriculum, and offer instruction to both teachers and students in the use of library and media center resources and equipment, as well as reading, listening and viewing skills.

B. Counselors

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

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

1. All Related Service Providers, covered under this section, shall perform duties related to their special field, except as otherwise provided in this Agreement.
2. Standards for Related Service Providers which will conform to the standards of the American Speech and Hearing Association, the National Association of Social Workers, and the National Association of School Psychologists, as appropriate, shall be established by the Board provided that funds are available.
3. Related Service Providers shall not be assigned duties or perform acts which would result in a violation of standards of professional practice as defined by the appropriate professional organizations.
4. A room conducive to individual testing, interviewing, and the transaction of business of a confidential nature shall be made available to school psychologists, school social workers and other Related Service Providers as needed. The transaction of business of a confidential nature may require access to and a use of a telephone.
5. Where a speech suite, a converted area or a room that is specifically designated for Speech language therapy and Hearing therapy services exists, the Speech language therapist and/or Hearing therapist will be assigned to that designated space on the day or days that the employee

is in that building.

6. A Related Service Provider who is required to appear at a placement, assessment, disciplinary or due process hearing shall have the opportunity to consult with the designated representatives of the Board prior to the hearing.
7. **Related service providers may express in writing to the principal/supervisor their preference for program assignments as long as the request is consistent with the educational needs of the system. If the related service provider does not receive his/her requested assignment, he/she shall be so notified in writing with the reason(s) stated.**

D. Visiting Instruction Service (VIS)

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

E. Special Education Teachers

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

necessary forms, supplies, equipment, materials and test(s) needed to fulfill curriculum requirements, as determined by the Board.

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

F. Special Subject Teachers

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

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

ARTICLE XXVIII-- SUPPLIES, EQUIPMENT, TEXTBOOKS AND RELATED EDUCATIONAL MATERIALS

A. Supplies

1. In each school unit, and prior to the first day of school for students, the supervisor and the School Chapter Advisory Committee shall prepare an inventory of existing supplies and develop procedures to accomplish the equitable and timely distribution of such supplies.
2. A supply room will be provided in each school unit for materials to be used by teachers and others. Procedures for the full use of supplies available for the school year shall be developed by the supervisor and the School Chapter Advisory Committee in order to assure that teachers will have such supplies when needed.

B. Textbooks and Related Educational Materials

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

3. Available curriculum guides shall be issued to teachers prior to the first day of school for students.

C. General

1. The supervisor and the School Chapter Advisory Committee shall develop procedures for the equitable distribution of funds allocated for supplies, equipment, textbooks, and related educational materials. Teachers shall be given full information concerning the procedures for ordering supplies, equipment, textbooks, and related educational materials.
2. No teacher shall be required to furnish school supplies, equipment, textbooks, or related educational materials at his/her own expense. Any teacher required to advance money for payment of educational materials, including foods which are necessary to carry on classroom instruction, shall be reimbursed for such expenses within fifteen (15) school days of the teacher's submission of the form provided by the Board.

ARTICLE XXIX. SUPERVISORY RELATIONSHIPS

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

ARTICLE XXX. EXTRA-DUTY-PAY ACTIVITIES

- A. Extra-duty pay activities shall include only those activities performed before and after school as determined by DCPS in consultation with the Union.
- B. Where an extra-duty pay activity is such that it normally starts in September, the extra-duty pay applicable to such activity shall also start in September.
- C. The following procedures will apply to assignments to positions for which there is extra-duty pay:
 1. No later than April 30 of the current school year, the Board shall publish a list of vacancies and the qualifications for positions for which there is extra-duty pay. The list of vacancies shall include those positions held by an incumbent for three (3) years. Candidates shall apply within a two (2) week period stating their qualifications. Three (3) year incumbents who wish to be considered for the position they hold must reapply. All subsequent vacancies shall be published and candidates shall apply within a two (2) week period.
 2. The selection for the position shall be made from only qualified applicants, regardless of their area of certification. Where qualifications are equal, seniority is the determining factor. If in any school year in a particular school there is no qualified teacher available to conduct a specific needed extra-duty pay activity, the services of a teacher from another school may be utilized after agreement between the concerned supervisors and the concerned teacher. If in any school year there is no qualified teacher in the system available to conduct a specific needed extra-duty pay activity, the Board may appoint a qualified applicant from within or outside the school system.
 3. A qualified teacher who applies for an extra-duty pay activity held by another teacher for at least three (3) years shall have priority over such incumbent except that if the services of the incumbent are satisfactory, the incumbent may be re-appointed to that position on an annual basis; if the supervisor, after consultation with the School Chapter Advisory Committee,

determines on an equitable basis to continue the incumbent's appointment.

4. If selected, teachers must serve in such positions for the scheduled length of the activity. Teachers who do not wish to continue in the position should notify the supervisor in writing by April 1 of the current school year so that the vacancy list for extra-duty positions for which there is pay can be prepared and made available by April 30.
5. A teacher applicant for an activity who does not receive the desired position shall be notified in writing with the reason so stated by the end of the school year.
6. A teacher who is removed from an extra-duty pay activity because of unsatisfactory performance shall be given the reason(s) for the removal in writing.
- ~~7. The joint DCPS-Union committee shall negotiate within the budgeted allotment for extra-duty pay, changes in the existing pay for teachers of extra-duty activities.~~
- 7. The joint DCPS-Union committee shall negotiate within the budgeted allotment for extra-duty pay, changes in the existing pay for teachers of extra-duty activities. Annually, approved results of the joint Union-DCPS committee are referenced as an appendix to this agreement.**

ARTICLE XXXI. PERSONAL AFFAIRS DURING NON-DUTY HOURS

- A. Personal behavior of a teacher during non-duty hours is the teacher's concern, but this shall not preclude the Board from taking action against a teacher in appropriate circumstances after notification to the Union of such personal behavior.
- B. Complaints concerning unpaid bills, bad checks, tax delinquencies, and court judgments not involving D.C. Government monies or accounts shall be forwarded to the employee concerned without comment.

ARTICLE XXXII. SUMMER AND PART-TIME SCHOOLS AND PROGRAMS

- A. Teachers applying for summer and part-time school positions shall be considered by qualification to teach specific subject matter. Qualification shall be determined by educational background and demonstrated competence as indicated by performance evaluations. In the case of shop instructors, preference will be given to the day school teacher who teaches in that particular shop.
- B. Subject to legal limitations, all teachers shall have equal opportunities for employment in any summer or part time program. System-wide seniority, as defined in Article II, shall be the prime consideration in employment if all other factors are equal.
- C. Regular teaching personnel with satisfactory performance evaluations will be given preference over substitutes and transient teachers, provided they apply during the announced period for applications.
- D. All applicants for such employment will be notified in writing that their applications have been received and that they will be considered for summer or part-time positions.
- E. No teacher shall be eligible to teach in these part-time programs after five (5) years of consecutive service unless there is no other qualified applicant available.
- F. Sections A through E shall not apply to those teachers who are declared excess and are qualified for the positions.

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

ARTICLE XXXIII. MEETINGS ON POLICY MATTERS

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

ARTICLE XXXIV. UNION ACTIVITIES

A. No teacher shall engage in Union activities, including participation as a member or consultant to the Union's negotiating committee during the time he/she is assigned to or on leave from teaching or other assigned duties, except while on sabbatical, extended educational leave or other extended leave without pay.

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

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

ARTICLE XXXV. COPY OF AGREEMENT

~~The Union shall pay the full cost of the printing, publication and distribution of this Agreement for members of the bargaining units.~~

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

ARTICLE XXXVI. TAX-SHELTERED ANNUITY

The Union shall choose the company or companies to provide tax-sheltered annuity coverage for employees in the ET teachers' bargaining unit. Employees in the EG teachers' bargaining unit will continue to be covered by the carrier designated by the District of Columbia Government.

ARTICLE XXXVII. NO STRIKE CLAUSE

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

strikes, work stoppage or otherwise.

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

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

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

ARTICLE XXXVIII. CONFORMITY TO LAW-SAVING CLAUSE

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

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

ARTICLE XXXIX. -- BOARD RULES

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

ARTICLE XL. -- MATTERS NOT COVERED

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

ARTICLE XLI. COMPENSATION

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

A. FISCAL YEAR 1999 2001 - 2002 (see Appendix A-1)

Effective the first pay period beginning on or after October 1, ~~1998~~ **2001**, the Board will increase FY '99 '01 base salary schedules for ~~ET~~ **all** employees covered by this Agreement by ~~4.5%~~ **5.0%**, in accordance with past methods of increasing base salary schedules. ~~The FY '98 base salary schedules for EG employees covered by this Agreement will be increased by 4.5% percent in accordance with past methods of increasing base salary schedules.~~

B. FISCAL YEAR ~~2000~~ 2002 - 2003 (see Appendix A-2)

Effective the first pay period beginning on or after October 1, ~~1999~~ **2002**, the Board will increase FY ~~99~~ '02 base salary schedules for ~~ET~~ all employees covered by this Agreement by ~~3.5%~~ **5.0%**, in accordance with past methods of increasing base salary schedules. ~~and will provide an additional amount equal to 1.5% to be used for performance incentives per the memorandum of agreement on the Teacher Performance Incentive Program. The FY '99 base salary schedules for EG employees covered by this Agreement will be increased by 3.5% percent in accordance with past methods of increasing base salary schedules and will provide an additional amount equal to 1.5% to be used for performance incentives per the memorandum of agreement on the Teacher Performance Incentive Program.~~

C. FISCAL YEAR ~~2001~~ 2003 - 2004 (see Appendix A-3)

Effective the first pay period beginning on or after October 1, ~~2000~~ **2003**, the Board will increase FY ~~2000~~ '03 base salary schedules for ~~ET~~ all employees covered by this Agreement by ~~3%~~ **9.0%**, in accordance with past methods of increasing base salary schedules. ~~and will provide an additional amount equal to 2% to be used for performance incentives per the memorandum of agreement on the Teacher Performance Incentive Program. The FY 2000 base salary schedules for EG employees covered by this Agreement will be increased by 3% in accordance with past methods of increasing base salary schedules and will provide an additional amount equal to 2% to be used for performance incentives per the memorandum of agreement on the Teacher Performance Incentive Program.~~

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

E. Employees will advance on the pay scale up to and including Step 7 upon receiving a rating of "meets expectations" or better for the previous year.

ARTICLE XLII. BENEFITS

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

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

FISCAL YEAR ~~1999~~ 2002

~~Seven dollars (\$7.00)~~ **Ten dollars and forty cents (\$10.40)** per month, per participating employee, as the premium for self and self/family coverage.

FISCAL YEAR ~~2000~~ 2003

~~Eight dollars and fifty cents (\$8.50)~~ **Ten dollars and eighty three cents (\$10.83)** per month, per participating employee, as the premium for self and self/family coverage.

FISCAL YEAR 2001-2004

~~Ten dollars (\$10)~~ **Eleven dollars and twenty five cents (\$11.25)** per month, per participating employee, as the premium for self and self/family coverage.

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

FISCAL YEAR 1999-2002

~~Eight dollars (\$8.00)~~ **Eleven dollars (\$11.00)** per month for single coverage and ~~sixteen dollars (\$16.00)~~ **twenty six dollars (\$26.00)** per month for self/family coverage per participating employee.

FISCAL YEAR 2000-2003

~~Nine dollars and fifty cents (\$9.50)~~ **Twelve dollars and ten cents (\$12.10)** per month for single coverage and ~~twenty one dollars (\$21.00)~~ **twenty eight dollars and sixty cents (\$28.60)** per month for self/family coverage per participating employee.

FISCAL YEAR 2001-2004

~~Eleven dollars (\$11.00)~~ **Twelve dollars and ten cents (\$12.10)** per month for single coverage and ~~twenty six dollars (\$26.00)~~ **(\$28.60)** per month for self/family coverage per participating employee.

3. **Legal Service Plan** – Effective the first pay period beginning on or after the first day of the 2003 School year, the Board agrees to provide to the Union the following amounts for a Legal Service plan to be contracted for by the Union:

FISCAL YEAR 2003

Eight dollars and thirty cents (\$8.30) per pay period per participating employee.

FISCAL YEAR 2004

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

4. The dental, and optical **and legal service plans** shall be contracted for by the Union, subject to a competitive bidding process where bidders are evaluated and selected by the Union.
5. There shall be a joint Board/Union committee appointed to review all aspects of optical, and dental **and legal service plans**. The Board shall be held harmless from any liability arising out of the implementation and administration of the optical and dental plans.
6. The Union shall be responsible for program administration and shall bear all such administrative costs.
7. The Union shall be responsible for identifying to the Board, after surveying the unit employees, the names and number of employees to be carried under individual and family status.

8. The Board shall not make dual premium payments for employees who are married and are both in the bargaining units covered by this Agreement or are in another bargaining unit within the District of Columbia Government covered by the same benefit provider(s). The Union shall be responsible for identifying to the Board the name of the designated employee for whom the premium is to be paid.
9. The Union shall provide the Board quarterly reports for the expenditure of funds provided in this Article.
10. The benefit provider(s) will supply utilization statistics to the Board and the Union upon request for each year of the contract.
11. If, during the contract duration, the Board contracts with a carrier that provides equal or better optical, ~~and/or~~ dental **and legal service plan** benefits, the Union will review its option to participate in such a program.

ARTICLE XLIII. PAYMENT POLICIES

- ~~A. Effective the beginning of SY 1993-94, ten (10) month teachers shall be paid on a bi-weekly basis. Twelve (12) month teachers shall continue to be paid on a biweekly basis. Pending implementation of the bi-weekly pay schedule, 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.~~
- A. Ten-month and twelve-month teachers shall be paid on a bi-weekly basis. A ten (10) month teacher shall not lose pay for Saturdays, Sundays and/or legal holidays if he/she is in a non-pay status on the Friday before Saturday, the Monday following Sunday, and/or the day before and the day after the holiday.**
- B. Employees must choose either direct deposit of paychecks or to receive their paycheck in the mail at their home address of record. Employees choosing direct deposit must designate their choice of financial institution to receive the direct deposit. Employees not choosing direct deposit have the responsibility for ensuring that their current address is the address of record.
 - C. When there is an administrative error on a salary check or payment, the error shall be corrected immediately, unless it is demonstrated in a particular case that this is not administratively possible.
 - D. When an administrative error occurs which prevents teachers from being paid on the proper day, DCPS shall prepare and issue a supplemental check to the teacher.
 - E. Compensation for a teacher granted leave under Article XIX.D, of this Agreement shall be paid in the same manner as if they were on active duty during the period of such leave of absence reduced by the amount of contributions which he/she is required to make to the retirement fund, federal and state taxes, and any other contributions he/she may elect to make in accordance with applicable statutes and regulations.
 - F. A teacher, who is re-appointed, reassigned, or converted to an ET position within the bargaining unit shall be granted salary placement according to the number of years of full time teaching service at the time of salary certification as determined by DCPS. Salary placement shall be granted for each year of satisfactory service in a full-time, equivalent position in or outside the

Public Schools of the District of Columbia, in an educational program of recognized standing as determined by DCPS, except that salary placement for temporary teachers shall be limited to five (5) years and salary placement for probationary teachers shall be limited to nine (9) years.

- G. A teacher who is re-appointed, reassigned, or converted to an ET position of shop teacher in the career development program shall be granted one (1) year of salary placement for each year of approved experience in the trades, as determined by DCPS, but shall be limited to nine (9) years of any combination of trade experience and/or educational service outside the Public Schools of the District of Columbia.
- H. Effective 1 October, 1999, the employer shall “pick up” within the meaning of Subsection 414 (h) (2) of the Internal Revenue Code, each bargaining unit member’s contribution to the Teachers’ Retirement Fund. The employee’s basic pay shall be reduced by the full amount of retirement contribution. In determining retirement benefits, the employee’s contributions which are “picked up” by the employer shall be treated as base pay in the same manner as contributions made by the employee prior to the commencement of the “pick up” program. The contributions will be included in compensation for the purpose of retirement benefit calculation. The employer’s contribution to the Teachers’ Retirement Fund on behalf of the employee shall be calculated on the employee’s basic pay before the “pick up” is deducted.

ARTICLE XLIV. REDUCTION-IN-FORCE AND FURLOUGH

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

Article XLV. School Performance Incentives

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

A. School Year ~~1999-2000~~ 2001-2002 School Performance Incentive

A joint Administration-Union task force shall be established to:

1. Develop the standards to be used when evaluating the schools on the criteria found below in paragraph B (2);
2. Develop a formula for distribution of funds to the improved schools; and establish a timeline for implementation of the school performance incentive award;
3. Submit recommendations to the superintendent for approval and implementation no later than June 30, ~~1999-~~**2002**.

B. School Year ~~2000-2001~~ 2002-2003 and 2003-2004 School Performance Incentive

The Board will provide a quality performance award to schools with improved performance for the immediately preceding School Year ~~1999-2000~~ **2001-2002 and 2002-2003**.

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

~~C. School Year 1999-2000 Teaching Performance~~

If a teacher receives a "Needs Improvement" on any performance standard indicator, he or she shall receive a written plan of assistance for areas of improvement along with the support, training and resources necessary for improvement. If the educator receives an overall rating of "Needs Improvement," he or she will be held on the same step for that year. If the teacher receives an overall rating of "Needs Improvement" for two (2) consecutive years, and there is no significant improvement or reasonable expectation that skillful performance on all standards can be achieved, termination of employment may be recommended.

ARTICLE XLVI. DURATION OF AGREEMENT

This Agreement shall be effective as of the 1st day of October ~~1998~~ **2001**, and shall remain in full force and effect until the 30th day of September ~~2004~~ **2004**. It shall be automatically renewed from year to year thereafter, unless either party shall notify the other in writing one hundred eighty (180) days prior to the anniversary date that it desires to modify or terminate this Agreement. In the event that such notice is given, this Agreement shall remain in full force and effect during the period of any negotiations.

In witness whereof, the parties have executed this Agreement by their duly authorized representatives this ~~8th~~ **21st** day of ~~May, 2000~~ **2002**.

~~Arlene Ackerman~~ **Paul L. Vance**, Superintendent
The District of Columbia Public Schools

Barbara A. Bullock, President
The Washington Teachers' Union, Local 6
American Federation of Teachers, AFL-CIO

| - | - | - | - | - | - | - | - | - | - | - | - | - | - | - |
|---|----------------------------|---------------|---------------|---------------|---------------|---------------|---------------|---------------|---------------|---------------|----------------|----------------|----------------|--------------------|
| Appendix A-1 | | | | | | | | | | | | | | |
| <i>ET 15 Teachers' Salary Schedule 1998-99</i> | | | | | | | | | | | | | | |
| Group | Degree | step 1 | step 2 | step 3 | step 4 | step 5 | step 6 | step 7 | step 8 | step 9 | step 10 | step 11 | step 12 | step OY |
| - | - | - | - | - | - | - | - | - | - | - | - | - | - | - |
| A | Bachelors | 30000 | 30104 | 30721 | 34108 | 35080 | 36079 | 37108 | 38165 | 39253 | 40372 | 41522 | 44346 | 47849 |
| - | - | - | - | - | - | - | - | - | - | - | - | - | - | - |
| A1 | Bachelors + 15 | 31000 | 31491 | 33626 | 34551 | 35501 | 36477 | 38027 | 39168 | 40343 | 41553 | 43008 | 45803 | 50704 |
| - | - | - | - | - | - | - | - | - | - | - | - | - | - | - |
| B | Bachelors + 30 /Masters | 32000 | 32738 | 35209 | 36178 | 37444 | 38754 | 41080 | 42620 | 44219 | 45877 | 47597 | 51167 | 55900 |
| - | - | - | - | - | - | - | - | - | - | - | - | - | - | - |
| C | Masters + 30 | 33000 | 34168 | 36779 | 38158 | 39589 | 41073 | 42614 | 44212 | 45870 | 47590 | 49374 | 52584 | 57316 |
| - | - | - | - | - | - | - | - | - | - | - | - | - | - | - |
| D | Masters + 60/ PhD | 35000 | 35600 | 38209 | 39585 | 41010 | 42486 | 44016 | 45600 | 47242 | 48943 | 50705 | 54178 | 59189 |

| | | | | Appendix A-2 | | | | | | | | | | | | | |
|--------------|---|---------------|---------------|---------------|---------------|---------------|---------------|---------------|---------------|--------------|----------------|----------------|----------------|----------------|--|--|--|
| | <i>ET 15 Teachers' Salary Schedule 1999-00</i> | | | | | | | | | | | | | | | | |
| Group | Degree | step 1 | step 2 | step 3 | step 4 | step 5 | step 6 | step 7 | step 8 | sep 9 | step 10 | step 11 | step 12 | step OY | | | |
| A | Bachelors | 31050 | 31158 | 31796 | 32970 | 34133 | 35304 | 36791 | 38267 | 39753 | 41227 | 42709 | 45677 | 49235 | | | |
| A1 | Bachelors + 15 | 32085 | 32593 | 33262 | 34428 | 35598 | 36770 | 38254 | 39737 | 41218 | 42702 | 44176 | 47149 | 52182 | | | |
| B | Bachelors + 30 /Masters | 33120 | 33884 | 35364 | 36846 | 38323 | 39810 | 41649 | 43480 | 45326 | 47158 | 49002 | 52674 | 57454 | | | |
| C | Masters + 30 | 34155 | 35364 | 36846 | 38323 | 39810 | 41291 | 43126 | 44968 | 46804 | 48637 | 50471 | 54153 | 58965 | | | |
| D | Masters + 60/ PhD | 36225 | 36846 | 38323 | 39810 | 41291 | 42773 | 44610 | 46450 | 48286 | 50125 | 51955 | 55796 | 60888 | | | |

| | | | | | | | | | | | | | | |
|--------------|---|---------------|---------------|---------------|---------------|---------------|---------------|---------------|---------------|---------------|----------------|----------------|----------------|----------------|
| - | - | - | - | - | - | - | - | - | - | - | - | - | - | - |
| - | ET 15 Teachers' Salary Schedule 2000-20001 | | | | | | | | | | | | | |
| Group | Degree | step 1 | step 2 | step 3 | step 4 | step 5 | step 6 | step 7 | step 8 | step 9 | step 10 | step 11 | step 12 | step OY |
| - | - | - | - | - | - | - | - | - | - | - | - | - | - | - |
| A | Bachelors | 31,982 | 32,092 | 32,750 | 33,959 | 35,157 | 36,363 | 37,895 | 39,415 | 40,946 | 42,464 | 43,991 | 47,047 | 50,713 |
| - | - | - | - | - | - | - | - | - | - | - | - | - | - | - |
| A1 | Bachelors + 15 | 33,048 | 33,571 | 34,260 | 35,462 | 36,666 | 37,873 | 39,402 | 40,929 | 42,454 | 43,983 | 45,501 | 48,564 | 53,747 |
| - | - | - | - | - | - | - | - | - | - | - | - | - | - | - |
| B | Bachelors + 30 /Masters | 34,114 | 34,900 | 36,425 | 37,951 | 39,473 | 41,004 | 42,899 | 44,785 | 46,685 | 48,572 | 50,472 | 54,254 | 59,178 |
| - | - | - | - | - | - | - | - | - | - | - | - | - | - | - |
| C | Masters + 30 | 35,180 | 36,425 | 37,951 | 39,473 | 41,004 | 42,530 | 44,419 | 46,317 | 48,208 | 50,096 | 51,985 | 55,778 | 60,734 |
| - | - | - | - | - | - | - | - | - | - | - | - | - | - | - |
| D | Masters + 60/ PhD | 37,312 | 37,951 | 39,473 | 41,004 | 42,530 | 44,056 | 45,948 | 47,844 | 49,734 | 51,628 | 53,513 | 57,470 | 62,715 |

Memorandum of Understanding
-
District of Columbia Public Schools
Washington Teachers' Union, Local 6, AFT, AFL-CIO
-
Teacher Performance Incentive Program

A joint Administrative-Union task force shall be established to develop a Teacher Performance Incentive (TPI) Program. The members of the Task Force shall be appointed by the superintendent of schools and the president of the union.

The philosophy underpinning the development of the teacher performance incentive program is directly linked to student achievement by:

- achieving the mission, vision and core beliefs of DCPS;
- attracting, retaining, and motivating the highest qualified and skilled teachers;
- rewarding professional growth, development and acquisition of new skills;
- encouraging teachers to aspire to higher levels of effectiveness; and
- adding dimension and additions to the salary schedule.

The task force shall consider, but not be limited to, the following areas for inclusion in the TPI program:

- National Board Certification
- Family and Community Involvement
- Professional Development/Leadership/Responsibility
- Contributions to the School District
- DCPS Standards and Skill Sets
- Implementation of DCPS Standards and Skill Sets
- Certification: Special Education and English as a Second Language

The task force shall also develop a formula for the equitable distribution of funds set aside for TPI program.

~~The task force shall submit recommendations to the superintendent and the president of the union no later than June 1, 1999. The superintendent shall present the Teacher Performance Incentive Program to the Control Board for their approval no later than June 30, 1999. Upon final approval of the program by the bodies, implementation of the program shall be during the 1999-2000 school year.~~