



WTU Tentative Agreement

Questions & Answers

SALARY/COMPENSATION

Q. How much is my raise?

A. The Tentative Agreement is for five years (Oct. 1, 2007 – Sept. 30, 2012), with base salary raises of 3 percent, 3 percent, 5 percent, 4 percent and 5 percent. Upon ratification, you will receive an immediate raise of 11 percent (combined retroactive pay of 3 percent for 2007-08, 3 percent for 2008-09 and 5 percent for part of 2009-10). Remember, each percentage increase is compounded over the five-year period; therefore, the total increase adds up to a realized increase of 21.6 percent.

Q. Will RIFed teachers also receive retroactive pay?

A. Yes. Teachers who were laid off or retired as a result of the November 2009 reduction-in-force (RIF) also will receive retroactive pay.

Q. When do I get my retroactive pay?

A. After the Tentative Agreement is financially certified and is ratified by members, it then goes to the city council for final approval. DCPS has assured the WTU that the school district will begin the process of preparing retroactive checks immediately following approval by the city council. Additionally, teachers will receive a 4 percent increase in 2010-11 and 5 percent in 2011-12.

Q. Is performance pay included in this Agreement?

A. A voluntary individual performance-pay provision is included in this Agreement. Teachers must “qualify in” to participate in the individual performance-pay system.

Q. What are the criteria for participating in the individual performance-pay program?

A. The WTU and DCPS have agreed on the parameters, as specified in the Tentative Agreement, for the individual performance-pay program for the fall of 2010. The details regarding implementation, qualifications and standards for rewards will be forthcoming and, among other things, will not be based solely on test scores but will include multiple measures of teaching practice and student growth.

Q. Will the individual performance-pay program require teachers to give up their tenure?

A. No. Participation does not require teachers to relinquish their tenure.

Q. How will the schoolwide TEAM awards change? How much will they be worth?

A. DCPS will collaborate with the WTU on the expansion of the Together Everyone Achieves More (TEAM) schoolwide bonus program by broadening eligibility requirements based on a growth metric. This will give many more schools and staff members a realistic chance of receiving an award.

Q. How will pay raises and other negotiated costs be funded?

A. Along with traditional funding sources, a portion of this contract is being paid for by private foundations. The total contribution from these foundations amounts to \$64.5 million. These foundations are:

- Laura and John Arnold Foundation—\$10 million
- Eli and Edythe Broad Foundation—\$10 million
- Robertson Foundation—\$19.5 million
- Walton Family Foundation—\$25 million

Q. What guarantees do we have that funding from these private foundations is secure?

A. DCPS has provided letters of commitment from each private foundation detailing the amount of the grants. Before members are asked to vote on the Tentative Agreement, DCPS and the WTU will receive a written certification from D.C.'s chief financial officer that assures the financial viability of the Tentative Agreement, including the funding from the private foundations.

Q. What are the changes in the Administrative Premium?

A. The Administrative Premium will be increased from \$30 per hour to \$34 per hour following ratification by the membership and approval by the city council. The Administrative Premium increase is not retroactive.

BENEFITS

Q. Are there changes in my benefits in this Tentative Agreement?

A. Yes. There are substantial increases to several member benefits, including the dental, optical and legal services programs, and start-up allocations. For detailed information on changes to benefits, see the attached Benefits document.

TENURE/DUE PROCESS

Q. Does the Tentative Agreement force teachers to give up tenure?

A. Many people incorrectly believe tenure guarantees an employee a job for life. We know this is untrue, as evidenced by last November's reduction-in-force—when tenured teachers were RIFed. Tenure means that when teachers reach permanent status, they cannot be terminated without just cause and due process. This Tentative Agreement not only preserves the due process rights of teachers, it strengthens them. No teacher in DCPS can be treated as an "at-will" employee. The Tentative Agreement provides safeguards against arbitrary and capricious terminations, even for probationary teachers. It also creates a system of checks and balances on the authority of school administrators—particularly as it relates to a reduction-in-force and excessing. Moreover, teachers who volunteer to participate in any of the performance-pay programs do not relinquish their tenure rights.

Q. Does the new contract include Red and Green?

A. No. Red and Green is not a part of this Tentative Agreement, and all permanent status teachers retain their tenure rights.

Q. How has the grievance process changed? How is it better than before?

A. It is more streamlined. By removing one step and clarifying actions within each step, the process will work better for teachers and provide faster resolutions for all grievances.

REDUCTION-IN-FORCE/EXCESSING

Q. Does the Agreement include support and protection from arbitrary dismissals and RIFs?

A. Yes. The WTU was very concerned about the lack of transparency demonstrated by DCPS over the past few years regarding dismissals and RIFs. The Tentative Agreement has new “checks and balances” for excessing and reductions-in-force. These new provisions will help members and the WTU deal with difficult personnel decisions and quickly challenge any arbitrary actions either at the building or the district level.

Q. Will this Tentative Agreement prevent DCPS from implementing a RIF?

A. The Tentative Agreement cannot stop DCPS from implementing a RIF. RIFs and furloughs are part of the District of Columbia Municipal Regulations (DCMR). The Tentative Agreement, however, has several new provisions to avoid many of the issues associated with the recent RIF. These provisions include a clear policy regarding excessing and placement, consultation with WTU to discuss other possible options, stronger language on the role of Local School Restructuring Teams, and multiple placement opportunities for teachers who have been RIFed.

Q. D.C. law gives the chancellor the authority to create a competitive-level document to be used in a RIF. Are there provisions in the new Tentative Agreement to ensure a greater degree of fairness?

A. Yes. Under the new Tentative Agreement, the excessing rubric will replace the use of the competitive-level document in the case of a RIF. This Agreement places some checks and balances on that authority and creates a process that promotes a greater degree of transparency and fairness. Additionally, it offers options to teachers affected by RIF and excessing that were not previously available.

Q. How will excessing decisions be made?

A. Excessing decisions will be made using the rubric found on page 28 of the proposed Agreement. The following steps will be followed when DCPS determines an excess is necessary:

- The Local School Restructuring Team (LSRT) will make a recommendation for the area(s) of certification to be affected.
- The Building Personnel Committee will make a recommendation to the supervisor as to the teacher(s) to be affected.
- The teachers in the affected area may provide evidence to the Building Personnel Committee for their consideration.

If the supervisor’s final decision differs from the recommendations of the LSRT or the Building Personnel Committee, the supervisor must prepare a written justification. Upon the request of the WTU president, the justification shall require the approval of the chancellor prior to implementation of the excess at that school.

Q. What happens if I am excessed? What happens if I can’t find a placement? What happens if I can’t find a placement after one year? Will I get help finding a placement?

A. When a teacher is excessed, DCPS will provide multiple placement opportunities. If a teacher with an rating of “effective” or higher is unable to secure a new position in 60 days, he or she has five days to select from the following three options:

1. Receive a \$25,000 cash buyout resulting in separation from DCPS;
2. Teachers with 20 or more years of creditable service will have the option of retiring with full benefits; or
3. Receive an extra year to secure a new position within DCPS with full salary and benefits.

These options are not available to teachers who are participating in the individual pay-for-performance plan, nor to those who are rated “minimally effective” or below.

Teachers who are unable to secure a placement will be provided additional hiring opportunities, professional development and temporary assignments. At the end of the year, any teacher who still has not secured a position may be separated from DCPS.

IMPROVING TEACHING AND LEARNING

Q. When will all this professional development and new support for teachers be available?

A. Immediately upon ratification, the WTU and DCPS will take steps to provide teachers with the high-quality professional development opportunities outlined in the Tentative Agreement. The WTU will focus on the immediate professional development needs identified by our members to ensure those needs are met as soon as possible.

Q. How will the new teacher centers work? Who will staff them? What will they do?

A. Work will begin to launch the new WTU Professional Development Centers as soon as ratification is complete. The WTU will work with the teachers of the UFT Teacher Centers in New York City to help shape our centers locally. Their experiences will be invaluable to the teachers of D.C. as we embark on a new area of teacher-led professional development in our city.

Q. What are the school improvement models? Who decides what model should be used?

A. The Tentative Agreement includes three new models for school improvement. In all of them, teachers continue to be full WTU members with all the rights afforded by the WTU contract. The actual details of the three models can be found on pages 20-24 of the Tentative Agreement. Teachers, administrators and community members working with each school’s LSRT will decide which model is best for their students.

WORKING CONDITIONS

Q. Will the new contract help improve discipline in my school? If so, how? Will I be supported?

A. Yes. The proposed Agreement requires that every school align its school discipline policy with Chapter 25 of the District of Columbia Municipal Regulations. In addition, each school will form a Student Behavior Management Committee that must design a schoolwide discipline and behavior management plan based on the local school’s disciplinary needs, and it must be consistent with Chapter 25. To ensure every school has a comprehensive and fully operating plan, the WTU will develop a systemwide template that includes the required components of school discipline/behavior management plans, along with models of best practices.

Q. When will the WTU template for discipline be shared with my school?

A. The new template should be available to share with schools by the beginning of the 2010-11 academic year. The WTU already has contacted the AFT to help develop the discipline template for our schools. Working with the best discipline experts from around the country, the new template will be a step forward in ensuring our students have the safe and orderly learning environments they deserve.

TEACHER EVALUATION

Q. How will my concerns about the new teacher evaluation system be addressed?

A. D.C. law prohibits the union from negotiating on teacher evaluations. The WTU and DCPS, however, have agreed in writing to form a working group of members and administrators to review teachers' concerns and suggestions regarding implementation of the IMPACT evaluation system and to make recommendations to resolve issues and make improvements. Additionally, the new Agreement calls for an independent evaluation and an internal review of IMPACT.

Q. What additional issues were agreed to or clarified in negotiations?

A. There are four side letters attached to the Tentative Agreement. They cover a variety of concerns not directly addressed in the Agreement:

- Formation of a joint “working group” of four members appointed by the WTU and up to four members appointed by DCPS to review teachers' concerns and suggestions regarding implementation of the IMPACT evaluation system, and to make recommendations to the chancellor as she works to resolve issues and make improvements. The working group must meet monthly.
- Use of mutually agreed-upon experts to review the IMPACT system and make recommendations to enhance and improve the system.
- Clarification that WTU has always believed that past practice regarding progressive discipline does not apply to situations involving sexual harassment or sexual/physical abuse by a teacher.
- DCPS will require principals to interview two appropriately qualified teachers who lost their positions as a result of the November 2009 RIF before considering any other candidate to fill a vacancy for the remainder of the 2009-10 school year. In addition, “reapplication rights” will apply to the teachers affected by the RIF.



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