

COLLECTIVE BARGAINING  
AGREEMENT  
BETWEEN  
DISTRICT OF COLUMBIA PUBLIC  
SCHOOLS  
AND  
COUNCIL OF SCHOOL OFFICERS,  
LOCAL #4  
AMERICAN FEDERATION OF SCHOOL  
ADMINISTRATORS, AFL-CIO

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## **ARTICLE 1 — RECOGNITION AND COVERAGE**

The District of Columbia Public Schools ("DCPS") recognizes the Council of School Officers, Local #4, American Federation of School Administrators, AFL—CIO ("Council") as the sole and exclusive bargaining representative for the purpose of negotiating wages, hours and working conditions for employees in the following bargaining units and job classifications:

### **A. ET Officers Bargaining Unit**

All school-based full-time personnel employed by the District of Columbia Public Schools in the ET 6-12, 61-66, 81-83 classifications and levels as identified in PERB Certifications No. 19 and 51, PERB Case No. 82-R-19 and 88-R-06, excluding confidential employees, employees engaged in personnel work in other than a purely clerical capacity, and employees engaged in administering the provisions of Subchapter XVII, Title 1, Section 617 of the D.C. Official Code, 2001 edition. The bargaining unit consists of employees with the following official titles:

- Assistant Coordinator
- Assistant Director
- Assistant Principal
- Associate Principal
- Athletic Director
- Audiologist
- Coordinator
- Dean of Students
- Director
- Instructional Supervisor
- Master Educator
- Mentor Principal
- Occupational Therapist
- Physical Therapist
- Principal
- Psychologist
- Senior Master Educator
- Social Worker Specialist
- Speech Pathologist
- Speech Therapist
- Supervisor

### **B. EG Officers Bargaining Unit**

All school-based full-time personnel employed by the District of Columbia Public Schools who are rendering educational, technical and administrative support services in EG classifications 11 and 12 as identified in PERB Certifications No. 19 and 51, PERB Case No. 82-R-19 and 88-R-06, excluding management executives, supervisors, confidential

employees, any employees engaged in personnel work other than in purely clerical capacities and employees engaged in administering the provisions of Subchapter XVII, Title 1, Section 617 of the D.C. Official Code, 2001 edition. The bargaining unit consists of employees with the following official titles:

- Administrative Officer
- Business Manager
- Coordinator
- Specialist

C. The Council will not represent personnel serving in any capacity other than in the bargaining units and job classifications above.

D. Any subsequent reclassification of, or change of title in, the administrative positions named above shall not result in the exclusion of such positions from the bargaining unit, except as provided by laws, as long as the functions remain substantially the same and provided that the reclassification or change of title is within ET or EG classification.

## **ARTICLE 2 – DEFINITIONS**

A. Chancellor – The term “Chancellor” refers to the chief executive officer of the District of Columbia Public Schools as designated pursuant to D.C. Code § 38-174.

B. District of Columbia Public Schools – The term “District of Columbia Public Schools” or “DCPS” as used in this Agreement refers to the District of Columbia Public Schools and the District of Columbia Public Schools’ subordinate Officers, whichever is deemed appropriate.

C. Council – The term “Council” as used in this Agreement means the Council of School Officers, Local #4, American Federation of School Administrators, AFL– CIO.

D. Officer – The term “Officer” as used in this Agreement shall mean all employees who are covered by this Agreement.

E. Parties – The term “Parties” as used in this Agreement means the District of Columbia Public Schools and the Council as signatories to this Agreement.

F. Service Computation Date – The term “service computation date” as used in this Agreement shall mean the date derived from an employee’s total creditable length of service as is defined and applied in the Rules of the District of Columbia Public Schools on reduction-in-force.

G. 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.

## **ARTICLE 3 — DUES DEDUCTION**

- A. Upon receipt of a lawfully executed written dues deduction authorization, DCPS shall facilitate the deduction of Council dues from the Officers' biweekly pay.
- B. The Council shall indemnify and hold the District of Columbia Public Schools 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 a judgment is entered against the District of Columbia Public Schools as a result of Officer dues deductions, the amount held to be improperly deducted from an employee's pay, and actually transferred to the Council by the District of Columbia Public Schools, shall be returned to the District of Columbia Public Schools or conveyed by the Union to the Officer(s), as appropriate.
- C. The District of Columbia Public Schools shall provide the Council with a listing of names of eligible employees and their titles for membership within thirty (30) days of the start of the school year and within thirty (30) days of any request thereafter. The listing shall include the eligible employees' assignment locations.

## **ARTICLE 4 — DISTRICT OF COLUMBIA PUBLIC SCHOOLS' RIGHTS AND RESPONSIBILITIES**

Except as otherwise expressly provided by the terms of this Agreement, or by law, the determination and administration of policy, the operation of the schools and the direction of the Officers covered by this Agreement are vested exclusively in the Chancellor/District of Columbia Public Schools or Chancellor's designee.

## **ARTICLE 5 — RULES OF THE DISTRICT OF COLUMBIA PUBLIC SCHOOLS**

The provisions of this Agreement shall supersede any Rules of the District of Columbia Public Schools pertaining to the specific provisions herein, to the extent that such provisions in this Agreement are lawful and are inconsistent with such Rules.

## **ARTICLE 6 — FAIR PRACTICES**

- A. Officers have the right to freely join the Council, but membership in the Council shall not be required as a condition of employment.
- B. The District of Columbia Public Schools shall not discriminate against any Officer on any basis as set forth in the D.C. Human Rights Law, D.C. Official Code § 2-1402.11(a) (1) and (4).

- C. The Council will admit Officers to membership without discrimination on any basis, as set forth in the D.C. Human Rights Law, D.C. Official Code § 2-1402.11(a)(3) and (4).
- D. Officers shall not be discriminated against because of their membership in, or association with, the Council.
- E. Any complaint concerning discrimination as prohibited by the D.C. Human Rights Law shall be processed only under procedures provided in D.C. Official Code §2-1403.04 and other relevant procedures provided by law or regulation but may not be grieved or arbitrated under this agreement.

## **ARTICLE 7 — GRIEVANCE AND ARBITRATION**

### **A. Definition**

- 1. A grievance is defined as an unsettled complaint filed by the Council on behalf of its member(s) concerning any alleged violation, misinterpretation, or misapplication of any of the provisions of the Agreement. A difference or dispute not involving the meaning, application or interpretation of the terms and provisions of this Agreement shall not constitute a grievance for the purpose of this Article but may be addressed through other appropriate administrative or legal procedures.
- 2. Work Days – The term “work days” as used in this Article shall be exclusive of Saturdays, Sundays, holidays and full day administrative closures.

### **B. General**

- 1. The parties recognize the importance of working collaboratively to resolve disputes informally and as expeditiously as possible. If a grievance is filed, the parties recognize the importance of resolving the grievance at the earliest possible stage of the grievance process.
- 2. Whenever a grievance arises that involves more than one grievant or pertains to a condition affecting a significant number of grievants, that grievance may be initiated and processed by the Council rather than by any individual, provided that the Council secures permission from all affected grievants.
- 3. If the Council is not a party to a grievance, the disposition of the grievance will not be regarded as establishing any precedent.

4. No matter shall be entertained as a grievance unless it is raised by the grieving Officer(s) within ten (10) work days after the event giving rise to the grievance.
5. Once a grievance has been filed, it may not be altered except that the grievant may delete items from the grievance.
6. All time limits set forth in this Article may be extended by mutual consent, but if not so extended, they must be strictly observed. However, if a party fails to pursue any step within the time limits provided, the party shall have no further right to pursue the grievance.
7. No hearing at any phase of the grievance procedure shall be open to the public or persons not immediately involved, unless all parties agree.
8. Any hearing provided for under this Article shall be conducted during the work day and in locations accessible to all relevant parties. No witnesses shall be admitted to such hearings unless their relevance to the case has been previously established. Such witnesses shall be present at the hearing only when their personal testimony is being presented. When hearings are held during school hours, employees required to be present shall be excused with pay for that purpose.
9. No recording device shall be utilized either at Step 1 or Step 2 of this procedure. No person shall be present at any of these steps for the purpose of recording the discussion. At Step 3 of this procedure, no recording device, other than that utilized by the District of Columbia Public Schools' designee, shall be utilized and no person other than the District of Columbia Public Schools' designee shall be present for the purpose of recording the discussion.
10. In the event a witness is unable to testify in person for a Step 3 hearing or Step 4 arbitration, the Council and the District of Columbia Public Schools agree that the witness may testify remotely, using available videoconferencing technology.

#### C. Grievance Process

1. Step 1 — Within ten (10) work days of an event giving rise to an alleged violation of this Agreement, the Officer or Council shall reduce to writing a signed Statement of Grievance. The Statement of Grievance shall be presented to the Officer's immediate supervisor and shall include:

- i. The name of the Officer involved;
  - ii. A brief description of the pertinent facts giving rise to the grievance (e.g. date, time, specific actions taken, witnesses);
  - iii. A reference to the provision(s) of this Agreement alleged to be violated, including the contention of the Officer (and of the Council) with respect to those provisions; and
  - iv. The specific relief requested.
- D. The grievant shall have the right to have an authorized representative of the Council or any other bargaining unit member present at any discussions of the formal grievance with the supervisor or designee and at any subsequent step in the processing of the grievance. Within five (5) work days after receiving the grievance, the immediate supervisor or designee shall submit a written response to the grievant and to the Council. If the supervisor fails to respond within five (5) days or the Officer or Council is dissatisfied with the response, s/he may present the grievance to his or her supervisor's supervisor. The supervisor's supervisor shall have five (5) work days after receiving the grievance to provide a written response. If the supervisor's supervisor fails to respond within five (5) days or the Officer or Council is dissatisfied with the response, he or she may present the grievance to Labor Management & Employee Relations (LMER).
- E. Step 2 — Within five (5) work days of the deadline for the supervisor's supervisor to respond, if the grievance is not resolved, the grievant or Council may file the same written grievance with LMER. Within fifteen (15) work days of receipt of the written grievance, LMER shall conduct a meeting with the grievant for a full review of the facts relevant to the event and issue a written decision within thirty (30) work days following the meeting.
- F. Step 3 — If the Officer or Council is dissatisfied with LMER's response to the grievance, within five (5) work days of LMER's response, the grievant or Council shall notify LMER that the grievance should be advanced to Step 3. The Chancellor, or his/her designee, and those s/he may further name, shall meet with the Council, and with the persons referred to in the prior grievance steps, within thirty (30) work days of such submission. This timeline may be extended by up to ten (10) work days with written notification to the CSO. This meeting shall take the form of a hearing, before a neutral hearing officer during the course of which all parties are afforded the opportunity to present evidence, witnesses, and arguments in support of their respective position(s). The

hearing officer shall submit his/her decision to the parties within thirty (30) workdays and the decision is binding absent a request for arbitration by either party.

G. Step 4 — Excepting provisions of this Agreement that are matters of policy, if either party is dissatisfied with the Step 3 decision, such party may request arbitration of the dispute as follows:

1. The written request for arbitration must be submitted to the American Arbitration Association (AAA) or the Federal Mediation & Conciliation Service (FMCS) at the option of the filing party and copies of the request simultaneously sent as applicable to the Director of LMER and the Office of the General Counsel, or the Council. The request must be made within ten (10) work days after the issuance of the decision at Step 3.
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 (AAA) or the Federal Mediation & Conciliation Services (FMCS) as selected at the option of the filing party, provided that the parties may mutually agree on a different method of selecting an arbitrator than that set forth. The process for selecting the arbitrator shall be initiated within ten (10) workdays after Step 4 has been invoked. This process may be initiated jointly or by either party.
3. The arbitrator shall conduct a hearing at which both parties are given a full opportunity to present evidence and to examine and cross-examine witnesses. The arbitrator shall not be bound by formal rules of evidence. The arbitrator shall be bound by and must comply with all of the terms of this Agreement. The arbitrator shall have no power to delete or modify in any way any of the provisions of this Agreement. The arbitrator shall have the power to make appropriate awards. The arbitrator shall render his/her decision in writing within thirty (30) days after the conclusion of the hearing. The decision of the arbitrator shall be binding upon both parties and all employees.
4. No individual officer may invoke Step 4.

H. Costs

1. The fees and expenses of the arbitration shall be borne equally by the parties.

2. If a grievance is initiated because the District of Columbia Public Schools has failed to implement or act on a decision of the Public Employee Relations Board (PERB) or a Step 3 Grievance decision, then the District of Columbia Public Schools will assume the costs associated with this action.

## **ARTICLE 8 — INVESTIGATIONS OF AN OFFICER**

- A. Except where doing so would compromise the integrity of an investigation, whenever an Officer becomes the subject of an investigation, the appropriate school system official shall notify the Officer, with a copy to the union, of the investigation and of the charge(s) against him or her in writing within five (5) work days of the District of Columbia Public Schools' initiation of the investigation. The Officer will be allowed ten (10) work days to provide any written response regarding the allegations.
- B. Upon request, the District of Columbia Public Schools will provide the Council a list of all Officers then under investigation by the District of Columbia Public Schools within thirty (30) days of the request. Requests may not be made more than six (6) times a year. District of Columbia Public Schools' failure to provide the Council with a list within the timeframe stated above or its omission of an Officer from a given list shall not be grounds for a grievance, appeal, or a request to modify or reverse any disciplinary action based on an investigation.
- C. The Officer shall have the right to be represented by a duly designated representative of the Council at any interview of the Officer. The investigation will not be held in abeyance if the Council does not provide a duly designated representative within a reasonable time period, understood to be within five (5) work days of the request for a representative to be present. Notwithstanding the foregoing, if the investigative body determines that any delay will have a deleterious effect on the investigation, the investigation may be held immediately.
- D. If it is determined that the charges against the Officer are unsubstantiated, the Officer involved in the investigation will be notified in writing and, upon request, any materials placed in the official personnel file as a direct result of the investigation will be removed and will not be used in the Officer's future disciplinary action or performance evaluation.
- E. Discipline shall be imposed in a timely manner. An employee shall receive notice of any proposed discipline no later than sixty (60) business days from the date the Agency knew of the misconduct giving rise to the discipline. The employee shall receive final notice of any disciplinary action no later than sixty (60) business days from receipt of the notice of proposed discipline. The deadlines set forth in this section may be extended by mutual written agreement.

- F. Notwithstanding the foregoing timelines, the deadline for issuing proposed discipline may be suspended by the Agency in the event an entity entirely external to the Agency is conducting an investigation of the facts underlying the conduct that may lead to discipline. Once such outside investigation is completed, the Agency must issue any related proposed discipline no later than thirty-five (35) business days of receiving notice of the completion of such outside investigation.

## **ARTICLE 9 — DISCIPLINARY ACTION**

### **A. Principles**

1. The parties agree that the primary purpose of any disciplinary action is to modify an employee's unacceptable behavior to a standard of acceptable behavior.
2. No Officer may be disciplined or dismissed except for just cause.
3. District of Columbia Public Schools will practice progressive discipline for all Officers for all infractions. Notwithstanding the foregoing, the parties acknowledge and agree that nothing herein is intended to limit the discretion of the District of Columbia Public Schools to non-reappoint Officers as set forth in D.C. law.
4. An Officer has the right, upon request, to have a Council representative present during any investigatory meeting, as set forth in Article VIII, Section C.
5. In cases where retaining the Officer on duty may be injurious to the employee, students, or to others, the Officer may be placed immediately on administrative leave with pay or enforced leave, according to terms of D.C. law, pending further administrative action.
6. Matters involving an Officer's competency or lack of suitability, which may be exhibited by an offense such as harboring child pornography or engaging in an inappropriate relationship with a student that would shock the public conscience if disciplinary action were not taken immediately, to perform the duties of his/her job shall not be subject to progressive discipline but may result in immediate termination once lack of competency is established or suitability is brought into question.
7. Matters of competency involving an individual's physical, psychological or psychiatric state shall be addressed through DCPS' fitness for duty protocol, and do not relate to an individual's capacity to perform based on subject matter proficiency, professionalism or discipline.

## B. Progressive Discipline

1. Except where an Officer has engaged in egregious misconduct warranting a deviation from the following steps (as indicated in Section 2 below), the District of Columbia Public Schools will follow the following progressive steps in issuing discipline against an Officer.

- a. Verbal Warning
- b. Written Warning
- c. Written Reprimand
- d. Suspension
- e. Dismissal

2. Egregious Misconduct: Below are some examples of misconduct warranting a deviation from the progressive discipline scheme set forth above.

- a. Willful nonperformance or inexcusable neglect of duty;
- c. Actions causing or attempting to cause physical injury to others;
- e. Drunkenness or other impairment while on duty due to abuse of alcohol, prescription or non-prescription drugs.

3. Steps in Progressive Discipline

- a. Verbal Warning

A verbal warning is a disciplinary action that is based on the act or omission of an Officer. It is issued for minor offenses or, at the discretion of the supervisor, at the first instance of a potentially serious offense. A verbal warning shall include an explanation of the behavior or misconduct to be corrected. A verbal warning is not grievable.

- b. Written Warning

A written warning is a disciplinary action that is based on the act or omission of an Officer. It is issued for minor offenses or, at the discretion of the supervisor, at the first instance of a potentially serious offense. The written warning shall include an explanation of the behavior or misconduct to be corrected. A written warning is not grievable.

c. Written Reprimand

A written reprimand is a disciplinary action that is based on the act or omission of an Officer and shall include an explanation of the behavior or misconduct to be corrected. A written reprimand is issued when minor offenses are not corrected despite prior disciplinary action being taken, or at the first instance of a serious offense that does not warrant a suspension or dismissal. A written reprimand is grievable.

i. A written reprimand shall be issued only if there is a basis for the allegation(s). A copy of the reprimand shall be issued as promptly after the incident as possible. A copy of the written reprimand will be placed in the official personnel file, provided however that the subject of the written reprimand shall be given a copy prior to its placement in the official personnel file. If the Officer disagrees with the content of the reprimand, the Officer shall have the right to respond to the material within ten (10) work days and the Officer's written response shall be filed with the reprimand in the Officer's official personnel file.

ii. If a reprimand is placed in an Officer's personnel file contrary to the procedures described above, upon request, the procedural steps not provided will be afforded the employee.

d. Suspensions and Dismissals

In the case of suspensions or dismissals, the official taking the action shall provide the Officer with advanced written notice of the charge(s), which shall include a specific statement of the evidence supporting such charge(s), no later than ten (10) days prior to the effective date of the discipline if the action is for dismissal or for a suspension of more than five (5) days.

i. If the action is for a suspension of five (5) days or less, notice must be delivered to the Officer no later than five (5) days prior to the effective date of the suspension. At the option of the District of Columbia Public Schools, an Officer shall either remain on the job or in a pay status for the entire notice period.

ii. Within five (5) days of the receipt of the notice, the employee has the right to review all documents on which the action is based and to provide a written reply along with supporting documents against the charge(s).

iii. The proposed disciplinary action 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 disciplinary action or dismissal shall not take effect until the procedural requirements of this article are satisfied. All suspensions shall be administered in a manner which causes the Officer to lose no more pay than the actual days of suspension.

## **ARTICLE 10 — PROBATIONARY PERIOD**

- A. Principals are term employees and shall serve up to two years, without tenure in their positions.
- B. Assistant Principals, are term employees and shall serve one-year, without tenure in their positions.
- C. Officers shall serve a probationary period as set forth below:
  - 1. An initial appointee to the EG salary class, shall serve a one-year probationary period.
  - 2. An initial appointee to the ET salary class shall serve a two-year probationary period requirement.
  - 3. All employees shall be required to serve a one-year probationary period upon initial appointment to a supervisory or managerial position.
- D. Probationary employees shall not have the right to grieve their dismissals.

## **ARTICLE 11 — OFFICER PROMOTION**

- A. All Officers are entitled to have knowledge of promotion policies and procedures.
- B. The Council shall receive all vacancy announcements that are distributed by DCPS. Vacancy announcements will be available to Officers via Canvas and the DCPS website.
- C. If an Officer is interviewed for a position the Officer shall be notified with regard to whether the Officer has been accepted or rejected for that position, in accordance with current practice.

## **ARTICLE 12 — TRANSFERS**

- A. The Council recognizes that the school system has the responsibility to develop Officers and that part of that development is the transfer of Officers to different assignments so that they might benefit from the experience obtained at that particular assignment and conversely, that the exigencies of certain school situations may require an Officer's transfer in the best interest of the system.
- B. Except in emergencies, an Officer shall be informed of an intended transfer at least two (2) weeks prior to the date the transfer is to take place. The Chancellor or the Chancellor's designees will meet with the Officer to inform him/her of the reason for the transfer.
- C. Involuntary transfers shall not be made for disciplinary reasons, unless they result from due process.

## **ARTICLE 13 — LEAVE AND PAY**

- A. Annual
  - 1. Officers shall earn annual leave with pay in accordance with Title 5-E DCMR 1201. At the time of the execution of this contract, the full-time Officers were credited annual leave on the basis of length of total creditable service as follows:
    - a. Less than three (3) years of service, one hundred four (104) hours or thirteen (13) days per year,
    - b. Three (3) years' service, but less than fifteen (15) years of service, one hundred sixty hours (160) or twenty (20) days per year; or
    - c. Fifteen (15) or more years of service, two hundred eight (208) hours or twenty—six (26) days per year.
  - 2. Unused annual leave shall be carried forward from year to year, with a maximum accumulation of two hundred forty (240) hours or thirty (30) days. Accumulation in excess of two hundred forty (240) hours or thirty (30) days shall be forfeited at the end of the leave year, except as stated in the Restoration of Leave section below.
    - a. Each supervisor, in conjunction with the Officer, shall develop a tentative leave schedule for the use of annual leave early in the leave year, which provides for vacations on a staggered basis throughout the year.
    - b. On the basis of mutual agreement between employees and their supervisors, vacation periods should be scheduled in such a manner

as to provide the least interruption to the work unit. These schedules may be revised from time to time.

- c. Employees should be given the opportunity for a planned period of extended vacation leave.
- 3. Annual leave may be used as the Officer chooses, provided that the leave has been requested by the Officer and approved by the Officer's immediate supervisor in advance of the utilization of the leave and in accordance with established leave policies. However, if and when exigencies in the Officer's area(s) of responsibility occur, then the Officer's immediate supervisor may rescind the approval of the leave request. In the event an Officer's approved annual leave request is rescinded, the immediate supervisor should provide priority consideration to the Officer's future request for annual leave.
- 4. Restoration of Leave
  - a. The Chancellor or the Chancellor's designee is responsible for notifying the membership of, and providing the required form(s) for, the process to be followed in the restoration of annual leave in accordance with the annual "use or lose" leave protocol.
  - b. The Chancellor or the Chancellor's designee will notify Officers or their supervisors of the process for recording and utilizing restored annual leave, in accordance with paragraph 5 below.
  - c. If the Chancellor or the Chancellor's designee fails to properly notify Officers of the process to be followed and the forms to fill out for the restoration of annual leave, the restored leave the Officers would have been entitled to shall not be subject to the "use or lose" leave protocol timeline and will be restored.
- 5. Requests to restore leave lost due to any of the three (3) conditions listed above should be submitted to Employee Services in writing and include the Officer's name, employee ID, organizational code, amount of hours to be restored, reason(s) the scheduled leave could not be used and the date(s) the leave was scheduled for use, supported by documentation. Requests for restoration of leave must be submitted within thirty (30) days of the end of the leave year in which the leave was lost.
- 6. Any restored leave must be used within two (2) years following restoration.
- 7. Upon separation from service, an Officer shall receive a lump-sum payment, at the rate of salary on the effective date of separation, for accumulated and restored annual leave.

B. Sick Leave

1. Officers shall earn sick leave with pay in accordance with Title 5-E DCMR 1200. At the time of the execution of this contract, the full-time Officers were credited sick leave as follows:
  - a. Officers shall earn one hundred four (104) hours of sick leave, with pay, in any one calendar year.
2. Sick leave, which is not used during the year it is earned, shall accumulate and be available for use in accordance with the District of Columbia Municipal Regulations.
3. Unused sick leave shall be carried forward from year to year, with a maximum useable amount of one hundred thirty (130) days or one thousand forty (1,040) hours in any one (1) leave year.

C. Personal Days

1. In recognition of the dedication and commitment to DCPS shown by the Members of the CSO, DCPS agrees that each Member shall be entitled yearly to the following:
2. Five personal days per school year after completion of the probationary period to be used on a day of the member's choice with one week's prior approval by DCPS. A Member must take this personal leave day within the school year after it is granted and these days cannot be carried over or paid out if unused.
3. Principals and Assistant Principals shall be guaranteed the ability to use their accumulated leave for a minimum of two days for winter break and two days for spring break during the times when school is not in session. Principals and Assistant Principals shall also be guaranteed the ability to use five days of accumulated leave during the month of July, unless working for summer school. All Principals and Assistant Principals are entitled to Special Leave under Article XIII, Section I.
4. Principals and Assistant Principals will coordinate usage of this additional leave by school, so that each school has at least one administrator or designee available for each break period. Leave must be requested and approved by the School Leaders' supervisor(s) at least two weeks in advance to ensure appropriate coverage.

D. Court and Jury Leave

1. Officers shall be entitled to a leave of absence with pay when they are required to report for jury duty or to appear in court as a subpoenaed witness,

other than as a litigant, or to respond to an official subpoena from duly authorized government agencies. An Officer shall provide a copy of the documentation, in the form of the subpoena or jury duty notice to his/her supervisor. Any pay received for service as a witness or juror, other than expenses, must be submitted to the District of Columbia Public Schools, Employee Services.

2. If an Officer is excused from jury duty for a day or a substantial portion thereof, the Officer shall report to their place of employment and perform the duties assigned for that day or portion thereof.

E. Family and Medical Leave

1. The District of Columbia Public Schools shall comply with the terms of the Federal Family and Medical Leave Act and the D.C. Family and Medical Leave Act in providing Officers leave for family care, personal illness, or military family leave.
2. Officers may be required to submit a leave application to Employee Services to be eligible for leave under the Federal Family and Medical Leave Act or the D.C. Family and Medical Leave Act. An Officer's submission of a sick leave bank application to the Council may not serve as a substitute for submitting an application for leave to Employee Services.

F. Administrative Leave

1. Subject to the approval of the Chancellor or the Chancellor's designee, leave with pay to attend conferences, workshops, conventions and seminars which are beneficial to the school system may be granted to Officers.

G. Leave for Council Business

1. Officers elected to full-time Council positions may be granted a one-year, renewable leave of absence. Such a request for Leave for Council Business must be renewed upon application from the Council on July 1 of each year. Officers granted leave of absence shall retain all rights to reinstatement and shall continue to accrue seniority.
2. Officers who are granted leave without pay for Council Business may elect to receive retirement credit for such periods of leave in accordance with the D.C. Official Code § 38-2021.01a.

H. Educational Leave

1. All members of the bargaining unit are entitled to an extended leave of absence for educational leave in accordance with 5-E DCMR §1204. Nothing in this Agreement is meant to abridge the Chancellor's discretion to authorize and establish procedures for the application and approval of extended leaves of absence as provided in the DCMR.

I. Return from Leave

1. An Officer returning from Family and Medical Leave of absence shall have the right to return to his/her former position or to an equivalent position and same salary class.
2. Excluding returns from Family and Medical Leave, the returning Officer will be returned to his/her former or an equivalent position if he/she has maintained appropriate/requisite certification/licensure and is considered to be in good standing at the time of the scheduled return from leave.

J. Special Leave

1. Officers required by the Chancellor to serve as administrators or supervisors of the regular summer school program or Extended School Year Services during the entire period of the program shall be entitled to ten (10) days of special leave.
2. The additional leave resulting from this provision must be used prior to the Officers' next administration of the regular summer school program.
3. If the Officer has been denied requested utilization of earned Special Leave, due to exigencies of their position responsibilities, prior to retirement, termination or non-reappointment, the Officer will receive a lump-sum payment for the number of days not utilized. The lump-sum payment shall be calculated at the Officer's rate of pay on the effective date of the payout.

K. Sick Leave Bank

1. A sick leave bank for Officers shall be established and operated under guidelines approved by the District of Columbia Public Schools and the Council.
2. An Officer's submission of a sick leave bank application to the Council may not serve as a substitute for submitting an application for leave to the District of Columbia Public Schools.

L. Funeral/Bereavement Leave

1. Four (4) days of leave without loss of pay and benefits will be granted per occurrence for the occasion of the death of an employee's spouse/domestic partner, child, parent, grandparent, or sibling (whether adopted, natural, step, foster or in-law).
2. The employee may be required to submit to his/her immediate supervisor a written statement specifying the date of the funeral.
3. This provision does not preclude the Officer from using accrued sick leave if additional days are needed for the purpose of bereavement or attending a funeral.
4. Funeral/bereavement leave shall not be cumulative and if not used during the school year, will not be carried over into the subsequent school year.

M. Emergency Closings

1. Any Officer, other than Principals and Assistant Principals, who is not assigned administrative functions, shall be granted liberal leave when schools are closed for emergencies for students and teachers.

N. Medical Documentation

1. An Officer may be required to submit a doctor's certificate after three (3) or more consecutive days of absence due to illness, provided, however, that an Officer may be required to submit such a certificate in support of sick leave for any lesser period if his or her supervisor has reason to believe that the use of such leave has been abused.

O. Leave Restriction

1. An Officer's immediate supervisor may restrict the Officer from using leave when there is reason to believe that the Officer is engaging in a pattern or practice of abusing leave.

## **ARTICLE 14 — PERSONNEL FILES**

- A. Officers' Official Personnel Files will be maintained by the appropriate team within DCPS' Employee Services. Except as provided in paragraphs B and C below, only those persons authorized by virtue of their official personnel, legal, or law enforcement capacity shall have access to personnel files.

- B. Upon appropriate request and proper identification, an Officer shall be permitted to examine his or her Official Personnel File in the presence of an Employee Services representative.
- C. Upon written authorization by an Officer, a Council representative may examine the Officer's Personnel File, upon presentation of such authorization, in the presence of an Employee Services representative.
- D. Material of a nature which, because of its content, may lead to or result in an adverse action being taken against an Officer, shall not be placed in his/her Official Personnel File until the Officer has been furnished a copy of such material. Should the Officer disagree with the content of the material, the Officer shall have the right to answer such material and the answer shall be attached to the material.

## **ARTICLE 15 — PERSONAL AFFAIRS**

- A. Personal behavior/off duty conduct of an Officer during non-duty hours is the Officer's concern, but this shall not preclude the school system from taking action against an Officer in circumstances where such conduct is detrimental to the school system.
- B. An Officer will not be dismissed based solely upon that Officer's arrest or indictment.

## **ARTICLE 16 — PERSONAL INJURY AND PROPERTY DAMAGE**

- A. Officers shall report to their immediate supervisors, in writing, all cases involving serious abusive conduct and/or torts or assaults suffered by them in connection with their employment.
- B. An Officer shall be responsible for school property in the Officer's charge, provided, however, no Officer shall be liable for loss, damage, or destruction of school property or students' property, unless such loss, damage or destruction is intentional or due to negligence, either by act or omission, of the Officer. An Officer shall report to the supervisor, in writing, any loss, damage, or destruction of school property immediately upon becoming aware of such loss, damage or destruction. An official form will continue to be made available for this purpose.
- C. Any application by an Officer for reimbursement for loss, damage, or destruction, while on duty, of personal property of a kind normally worn to or brought to work shall be processed in accordance with applicable District of Columbia law and regulations.
- D. The school system will process under applicable regulations any application by an Officer for compensation for injuries sustained while on duty.

## **ARTICLE 17 — CURRICULUM AND INSTRUCTION**

- A. To any committee of school employees appointed by the Chancellor in connection with curriculum or instructional programs, the Council shall be requested to name a representative or representatives.
- B. With respect to joint Management-Union committees which are established subsequent to the effective date of this Agreement in connection with curriculum and instruction, the Council shall be requested to name an administrative representative.

## **ARTICLE 18 — JOINT DCPS-COUNCIL RELATIONS**

- A. Recognizing that there are particular areas of direct concern to the Council and DCPS, including but not limited to staffing, organization of the school system, evaluation procedures, promotion procedures, substitute service, and the defining of the role and functions of the school Officer, the Chancellor or his/her designee and the Council agree to meet regularly to address concerns.
- B. The Council and the Chancellor and/or their designee(s) shall meet at least once per month to discuss relevant issues. The dates shall be scheduled at the request of the Council at a mutually convenient time.

## **ARTICLE 19 — JOINT COMMITTEE – SCHOOL LEADER RETENTION**

The parties agree to create a standing committee to explore barriers to the retention of DCPS principals and assistant principals and identify solutions to recommend to the DCPS Chancellor. The Committee will be composed of representatives from DCPS (including LMER and academic leaders of DCPS) and CSO (including members of the CSO bargaining unit and union leadership). The Committee will meet on a mutually agreed upon schedule after ratification and execution of this Agreement. CSO shall be responsible for initiating the scheduling of the first meeting of the Committee.

The DCPS Chancellor will give great weight to the recommendations of the Committee, though the Chancellor will have sole authority to make decisions about implementing the recommendations of the Committee and decisions which implicate an exercise of the Chancellor's authority shall not be subject to the negotiated grievance and arbitration process.

## **ARTICLE 20 — COUNCIL ACTIVITIES**

- A. It is expected that the investigation of grievances and other appropriate activities relating to the administration of this Agreement will be conducted outside of school hours. However, upon prior approval of the Chancellor or the Chancellor's designee, duly authorized representatives of the Council who are actively employed as Officers shall be permitted, within reason, and with due regard to their professional responsibilities, to

transact official Council business directly related to the implementation of this Agreement on school property during the school day. Such permission will not be denied except for sufficient cause related to the operation of the school system.

- B. Members of the Council's negotiating committee shall, upon proper application, be excused without loss of pay for a specified amount of working time spent in negotiations with the Chancellor or the Chancellor's representative.
- C. Duly authorized representatives of the Council who are not actively employed as school Officers shall be permitted to transact official Council business directly related to the implementation this Agreement on school property during the school day, so long as it does not interfere with normal school operations.

## **ARTICLE 21 — USE OF SCHOOL FACILITIES**

The Council shall be afforded the same rights and privileges as accorded other unions recognized by the District of Columbia Public Schools in the use of school buildings for meetings of the Council. Expenses incidental to these meetings, other than those normally a part of school operations, shall be borne by the Council.

## **ARTICLE 22 — BULLETIN BOARDS**

- A. Existing District of Columbia Public Schools bulletin boards, whether physical or electronic versions thereof, that are used to provide information to employees of the District of Columbia Public Schools shall be made available to the Council for the purpose of distributing information and internal communication to Officers by posting materials dealing with:
  - 1. Recreational and social affairs of the Council;
  - 2. Council elections;
  - 3. Reports of the Council; or
  - 4. Council meeting notices.
- B. The Council shall supply the District of Columbia Public Schools with an informational copy of all Council materials posted on bulletin boards or distributed to Officers in the school.

## **ARTICLE 23 — INFORMATION**

- A. Copies of vacancy announcements, circulars and memoranda, which are directed to all school Officers, shall be sent to the Council.
- B. Upon its reasonable request, the Chancellor shall make available to the Council any and all available information, statistics and records relevant to negotiations or necessary for the proper enforcement of the terms of this Agreement.

- C. To the extent possible an Officer shall be notified of the authorized release of an employee under the Officer's supervision prior to the employee's release.

## **ARTICLE 24 — COPY OF AGREEMENT**

The District of Columbia Public Schools and the Council shall share the cost of the printing and publication of this Agreement.

## **ARTICLE 25 — NO STRIKE**

- A. The Council recognizes that strikes and other forms of work stoppages by Officers covered by this Agreement are contrary to law and public policy. Therefore, the Council will not engage in, encourage, instigate or authorize such action.
- B. Any Officer who participates in, supports or encourages slowdown, strike or work stoppage as it affects the District of Columbia Public Schools, shall be subject to the sanctions set forth in the Rules of the District of Columbia Public Schools and D.C. law.

## **ARTICLE 26 — LEGISLATIVE CONSULTATION**

On any matter covered by this Agreement affecting Officers which requires approval by the Council of the District of Columbia, the parties may first seek to agree and cooperate on seeking such approval. If they are unable to agree, either party may pursue a unilateral course of action.

## **ARTICLE 27 — 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 28 — POSITION DESCRIPTIONS**

- A. An Officer shall be granted access to the position description applicable to his/her position at the time of his/her employment with the District of Columbia Public Schools.
- B. The District of Columbia Public Schools and the Council commit to working together to ensure that position descriptions are up to date and accurate.
- C. The classification of a position covered by this Agreement shall be accomplished in accordance with applicable law.

- D. Any Officer in the bargaining unit may appeal the classification of his/her position to the Chancellor. Position classification appeals are not a subject for the grievance procedure contained in Article VII (Grievance and Arbitration) of this Agreement.
- E. The Council shall be notified of any substantive proposed changes in the official position descriptions of Officers in the bargaining unit covered by this Agreement.

## **ARTICLE 29 — PROFESSIONAL DEVELOPMENT**

DCPS will allocate one hundred thirty thousand dollars (\$130,000) to encompass professional development opportunities for FY 21 through FY24 to be deposited in one lump sum into a CSO-managed escrow account, to provide tuition reimbursement for job-related coursework, local, regional and national professional development opportunities, and membership in one of the appropriate national professional organizations.

CSO will determine how such funds will be allocated among the members and provide verification to the DCPS Labor Management team on the use of funds at the end of each fiscal year.

## **ARTICLE 30— TAX-SHELTERED ANNUITY**

- A. The Council, as the exclusive representative of Officers in the District of Columbia Public Schools, shall choose the company or companies to provide tax-sheltered annuity coverage for ET Officers.
- B. EG Officers shall continue to be eligible for the Deferred Compensation Program provided by the D.C. Government.

## **ARTICLE 31 — MATTERS CONCERNING SCHOOL MANAGEMENT**

Under the Rules of the District of Columbia Public Schools and the laws governing the District of Columbia Public Schools, the Chancellor is appointed to direct and supervise the operation of the school system. Each Principal or local school administrative leader is under the direction of the District of Columbia Public Schools and is accountable for the direction and operation of the individual school. The Principal, under the direction of District of Columbia Public Schools, serves as the educational leader of the school and is vested with the full responsibility and accountability for the successful operation of the school, including but not limited to the human, technical and fiscal resources allocated to the school site.

## **ARTICLE 32 — COMPENSATION**

- A. Legislative Action

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 funds, the following compensation shall be effective upon the dates as stated.

B. Wage Increases – All CSO members shall receive over the next four (4) years a twelve and a half percent (12.5%) increase in their salaries, regardless of performance. CSO members' salaries shall increase annually on October 1<sup>st</sup> as follows:

1. Fiscal Year 2021:

Effective the first pay period beginning on or after October 1, 2020 the base salary schedule for all employees covered by the Agreement shall increase by two-and-a-half percent (2.5%) in accordance with past methods of increasing base salary schedules.

2. Fiscal Year 2022:

Effective the first pay period beginning on or after October 1, 2021 the base salary schedule for all employees covered by the Agreement shall increase by two-and-a-half percent (2.5%) in accordance with past methods of increasing base salary schedules.

3. Fiscal Year 2023:

Effective the first pay period beginning on or after October 1, 2022, the base salary schedule for all employees covered by the Agreement shall increase by three percent (3.5%) in accordance with past methods of increasing base salary schedules.

4. Fiscal Year 2024:

Effective the first pay period beginning on or after October 1, 2023, the base salary schedule for all employees covered by the Agreement shall increase by three percent (4.0%) in accordance with past methods of increasing base salary schedules.

C. Extra Duty Supplement

In recognition of the substantial after hours work and commitment of CSO members, Principals and Assistant Principals shall be paid an annual extra duty stipend of: \$5,000. Other CSO members shall be eligible for hourly Administrative Premium Pay at the rate of \$60 per hour for work performed on weekends or outside of their regular tour of duty. Supervisors must document when such work is performed and provide written authorization for the payment of Administrative Premium Pay prior to the work being performed. Administrative Premium Pay provided under this section should not exceed ten (10) hours per week.

D. Salary Step Progression

1. An Officer who earns an evaluation score of Effective or higher shall, as of his/her anniversary date, move to the next salary step.
2. An Officer who earns an evaluation score below Effective shall be held on their current salary step.

E. Bonuses

1. IMPACT Bonus – Effective for the first pay period on or after October 1st, the District of Columbia Public Schools will provide an annual, non-pensionable bonus to any employee covered by this Agreement who receives a Highly Effective rating for the preceding school year. This bonus shall be in an amount not to exceed thirty thousand dollars (\$30,000) per year for Principals, fifteen thousand dollars (\$15,000) per year for Assistant Principals. CSO members who are not Assistant Principals or Principals are eligible for seven thousand five hundred dollars (\$7,500) based on reaching Highly effective in IMPACT or Highly effective in any Central Services evaluation.

G. Newly hired CSO members shall be entitled to receive credit for prior experience on a one year to one year ratio for the purpose of determining the appropriate step to begin on the pay scale. CSO members shall receive credit for each verifiable year of experience, with the following limitations:

1. ET Officers: Step 7
2. ET Officers (Principals): Step 11
3. ET Officers (Assistant Principals): Step 7
4. EG Officers: Step 6
5. ET RSP: Step 9

## **ARTICLE 33 — NOTICE OF NON-REAPPOINTMENT & DECLARATION OF INTENT**

A. Notice of Non-Reappointment

1. Starting in the 2019-2020 school year, Principals and Assistant Principals whom DCPS chooses not to reappoint for the following school year shall receive in writing from DCPS their letter of non-reappointment no later than March 31st, annually. In the case of

exceptions to this deadline, which are subject to the Chancellor's discretion, information about the exception will be communicated in writing to the affected member(s) no later than March 31st, annually.

- a. Principals and Assistant Principals who hold permanent status in another position in the D.C. Public Schools shall revert to the highest prior permanent level of employment upon his or her non-reappointment from the position of Principal or Assistant Principal, as described in the relevant D.C. Municipal Regulations.
- b. Principals and Assistant Principals who do not hold permanent status in another position in D.C. Public Schools, who are not able to secure a new placement by the final day of their term, and whose most recent evaluation score was "Effective" or higher shall receive a one-time \$10,000 payment.

#### B. Declaration of Intent

1. Principals and Assistant Principals who do not intend to continue employment with DCPS the following year shall be required to submit a Declaration of Intent to Not Return (DINR) form no later than March 31st, annually.
2. Principals and Assistant Principals who do not declare their intent not to return at the end of the then-current school year by March 31st, annually, will be subject to a three thousand-dollar (\$3,000) penalty payable to the District of Columbia Public Schools.
3. This penalty shall not apply to Principals and Assistant Principals who declare the intent to retire, but who subsequently find that they are ineligible to do so.
4. Principals and Assistant Principals who incur the penalties outlined above shall have the right to request a waiver from the Chancellor. The Chancellor shall have the sole authority to grant such waivers at her/his discretion.

## ARTICLE 34 — BENEFITS

- A. The parties agree that any provisions of this Agreement which require legislative action to permit its implementation shall not become effective until the appropriated 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 District of Columbia Public Schools agrees to provide premiums for the actual cost to the provider for optical and dental benefits as follows:

#### 1. Optical Plan.

Effective the first pay period beginning after final approval of this Agreement, DCPS agrees to provide for the following amount for an optical insurance plan to be contracted for by the Union:

- For Calendar Year 2023, DCPS will provide the actual cost, but not to exceed \$16.39 monthly for each participating employee, as the premium for self and family coverage.
- For Calendar Year 2024, DCPS will provide the actual cost, but not to exceed \$20.37 monthly for each participating employee, as the premium for self and family coverage
- For Calendar Year 2025, DCPS will provide the actual cost, but not to exceed \$23.43 monthly for each participating employee, as the premium for self and family coverage
- For Calendar Year 2026 and the remainder of the period that this Agreement remains in effect, DCPS will provide the actual cost, but not to exceed \$24.63 monthly for each participating employee, as the premium for self and family coverage.

## 2. Dental Plan.

Effective the first pay period beginning after final approval of this Agreement, DCPS agrees to provide for the following amount for a dental insurance plan to be contracted for by the Union:

- For Calendar Year 2023, DCPS will provide the actual cost, but not to exceed \$45.72 monthly for single coverage and \$80.89 monthly for family coverage
- For Calendar Year 2024, DCPS will provide the actual cost, but not to exceed \$47.09 monthly for single coverage and \$83.32 monthly for family coverage
- For Calendar Year 2025, DCPS will provide the actual cost, but not to exceed \$48.50 monthly for single coverage and \$85.82 monthly for family coverage
- For Calendar Year 2026 and the remainder of the period that this Agreement remains in effect, DCPS will provide the actual cost, but not to exceed \$49.96 monthly for single coverage and \$88.39 monthly for family coverage

- B. Upon approval of this Agreement, a Joint District of Columbia Public Schools/Council committee shall be established to review and approve all aspects of the optical and dental plans, including review and evaluation of bid proposals and implementation and review of employee utilization.
- C. The Council, subject to a competitive bidding process where requests for proposals are advertised and bidders are evaluated and selected by the Council, shall contract for the dental and optical plans. The Council must document all activities in procuring optical and dental plan contracts and shall disclose such documentation upon request by the District of Columbia Public Schools. If the Council fails to make sufficient efforts to expand participation, the District of Columbia Public Schools reserves the right to disapprove the plan(s). The Council's proposed contract with a plan provider shall be subject to approval by the Joint District of Columbia Public Schools/Council Committee.

- D. The bid proposal from the optical and dental plan provider(s) to the Council shall specify all costs for administration for the contract, including payroll costs, and the costs for the direct provision of optical and dental benefits. In addition, the bid proposal shall provide a percentage breakdown of how the premium paid by the District of Columbia Public Schools is to be utilized, i.e., the cost of direct provision of optical/dental benefits, overhead (including salaries), net profit, etc. The contract with the plan provider(s) shall expressly require the provider(s) to achieve or exceed the minimum premium utilization level(s) for direct provision of optical/dental benefits, and to send no more than the maximum utilization levels for administrative costs, as specified in the provider's bid proposal. In the event that the actual premium utilization level(s) for administration of the contract (i.e., costs not directly related to the direct provision of benefits) is less than the level(s) specified in the contract, such excess funds shall be expended for the direct provision of benefits or refunded to the District of Columbia Public Schools.
- E. The District of Columbia Public Schools shall be held harmless from any liability arising out of the implementation and administration of the optical and dental plan.
- F. The benefit plan providers shall be responsible for program administration and shall bear all such administrative costs.
- G. The District of Columbia Public Schools will make premium payments only on behalf of unit employees who have enrolled with the optical and dental provider(s). The Council shall be responsible for identifying to the District of Columbia Public Schools, after surveying the unit employees, the names and number of employees to be carried under individual and family status. The Council shall have eight (8) pay periods following completion of the selection process to distribute forms and enroll all unit employees.
- H. The District of Columbia Public Schools shall not make dual premium payments for employees who are married and are both in bargaining units covered by this Agreement or are in another bargaining unit within the District of Columbia Government covered by the same benefit providers. The benefit plan providers shall be responsible for identifying to the District of Columbia Public Schools the name of the designated employee for whom the premium is to be paid.
- I. The Council shall provide DCPS quarterly reports for the expenditure of funds provided in this Article.
- J. The benefit provider(s) will supply utilization statistics to DCPS and the Council upon request for each year of the contract.
- K. If, during the contract duration, the District of Columbia Public Schools contracts with a carrier that provides equal or better optical and dental service benefits, the Council will participate in such programs.
- L. The District of Columbia Public Schools/Council committee shall develop procedures to implement the optical/dental benefit program which shall be binding upon the provider(s).

M. The optical/dental plan provider(s) shall be required to respond to requests for information submitted by the District of Columbia Public Schools and/or the Council. The District of Columbia Public Schools and the Council shall have the right to audit all financial records and any records which relate to the expenditure of employer-paid premiums. The District of Columbia Public Schools shall be permitted to recover any premiums that were improperly paid or paid for employees who were ineligible to receive benefits.

N. The provisions of the Article shall become effective the beginning of the second full pay period after the date of D.C. Council approval of this Agreement.

O. Legal Plan.

Starting in Fiscal Year 2022, DCPS agrees to contribute funds in the following amounts toward a legal insurance plan to be contracted by the CSO:

- For Fiscal Year 2022, DCPS will provide the actual cost, but not to exceed \$13.25 biweekly for each participating employee.
- For Fiscal Year 2023, DCPS will provide the actual cost, but not to exceed \$14.25 biweekly for each participating employee.
- For Fiscal Year 2024, DCPS will provide the actual cost, but not to exceed \$15.00 biweekly for each participating employee.
- For Fiscal Year 2025 and the remainder of the period that this Agreement remains in effect, DCPS will provide the actual cost, but not to exceed \$16.00 biweekly for each participating employee.

## **ARTICLE 35 — POLICIES RELATING TO WORKING CONDITIONS**

A. General

1. All Officers represented by this bargaining unit are twelve (12) month employees.
2. Itinerant Officers shall record, in the business office, their time of arrival immediately upon their arrival at each school or site.
3. Itinerant Officers shall record in the business office at the school or site the time of their departure.

B. Meetings

1. The District of Columbia Public Schools agrees to provide Principals with timely notification of meetings.
2. Any mandatory or requested emergency meetings beyond the established calendar will be communicated to all Officers at least 48 hours prior to the requested meeting, when and where possible.

C. Communication

The District of Columbia Public Schools or the District of Columbia Public Schools' designee shall work to ensure that all Officers receive information or correspondence necessary in the performance of their duties and responsibilities.

D. Working Conditions for Service Providers and Special Education Coordinators

1. Officers providing related intervention services or assessment services shall be provided a space conducive to delivering the services or assessments in accordance with district guidelines and any testing parameters necessary for the assessment to be considered valid. However, the absence or unavailability of designated space does not relieve the Officer of the responsibility of full performance of their position duties.
2. Officers providing intervention and/or assessment services shall be provided adequate space and security for records and secure space with locking file cabinets to ensure confidentiality of records, as well as materials (i.e., test materials, laptops) and personal belongings.
3. All Related Service Providers in the CSO bargaining unit will follow the DCPS school inclement weather schedule.
4. Starting in school year 2019-2020, related service providers in the CSO bargaining unit will be entitled to the same resources for the purchase of supplies as received by related services providers in the WTU bargaining unit.

E. Planning

Related Service Providers, including psychologists, social workers, speech/language and OT/PT, providing direct services to children shall be provided, in consultation with their supervisor, uninterrupted time (not to exceed forty minutes) each day to be utilized for collaboration, planning, individual planning, record-keeping, and professional development.

F. Supplies and Materials

The District of Columbia Public Schools agrees to provide itinerant Officers not assigned to local schools (Central Office) the necessary and sufficient office supplies, equipment and therapeutic materials throughout each school year.

G. Miscellaneous

The Chancellor and the President of the CSO agree to work cooperatively to ensure that each member has, for work-related purposes, the technology appropriate to satisfactorily carry out their job function as soon as possible after this Agreement takes effect.

## **ARTICLE 36 — SCHOOL SAFETY**

- A. The parties recognize that a first priority for DCPS is the safety of DCPS students and staff. The parties further recognize that all school officers and administrators have the right to work in a safe and secure environment. To that end, no school officer or administrator will be required, as a part of their job duties, to intervene physically in physical altercations that they reasonably believe place their own safety at risk.
- B. DCPS recognizes that it is its responsibility to provide adequate security for the safety of all students and staff at DCPS facilities, including addressing violent and potentially violent altercations. As such, DCPS shall provide schools with access to private security officers, as funding and MPD capacity allows. Within forty-five (45) days of ratification, the parties will establish a joint task force to address security force staffing, including deployment and scheduling. The task force will convene twice each school year or as needed to address a member's concern that security allocation is insufficient. The task force will consist of the Chancellor or his/her designee, CSO members, and DCPS management.
- C. Within ninety (90) days of the ratification of this contract, DCPS shall offer members training on de-escalation techniques and appropriate responses to violent or dangerous situations. Members will not be disciplined for physical intervention which conforms to the training.
- D. If a Member physically intervenes in a physical altercation involving DCPS students and/or staff for the purposes of self-defense, the defense of others, the protection of the educational environment, or to regain or maintain order, the Member shall not be subject to adverse employment action unless the Member's actions were excessive given the nature of the threat involved and the availability of alternatives to the Member's actions.
- E. Additionally, in order to support the safe and secure environment for students and staff, Principals reserve the right to have anyone escorted from the local school building, if that person is causing a disruption to the school environment. Due to the immediate nature of the security of students and staff, Principals may request that any such escort from the building be conducted by security officers or MPD if necessary and may immediately request that the escorted individual be barred from the school by DCPS. Furthermore, DCPS will commit to provide an expedited review of barring notice requests.

## **ARTICLE 37 — CONFORMITY TO LAW SAVINGS CLAUSE**

- A. If any provision of the Agreement is or shall at any time be contrary to law, then such provision shall not be applicable, performed or enforced, and a substitute provision, if any, shall be subject to appropriate consultation and/or negotiation between the parties.
- B. In the event that any provision of this Agreement is or shall at any time be contrary to law, all other provisions of this Agreement shall continue in effect.

## **ARTICLE 38 — DURATION OF AGREEMENT**

- A. This Agreement shall be effective as of the date of approval of the compensation agreement by the D.C. Council, and shall remain in full force until the 30th day of September 2024. It shall be automatically renewed from year to year thereafter unless either party shall notify the other in writing in June 2023 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.
- B. By operation of law, the agreement that expired on the 30th day of September 2020 has remained, and will continue to remain, in effect pending the execution of this Agreement. All matters arising out of actions taken during the period between the 30th day of September 2020 and the execution of this Agreement shall be governed by the agreement that expired on the 30th day of September 2020.

Signed and executed this \_\_\_\_ day of 2022.

**FOR THE DISTRICT OF COLUMBIA  
PUBLIC SCHOOLS**

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Lewis D. Ferebee, Ed. D., Chancellor  
DC Public Schools

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E. Lindsey Maxwell II, Esq., Director  
Office of Labor Relations and Collective  
Bargaining

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Aimee D. Peoples, Esq.  
Deputy Chief, Labor Management and Employee  
Relations, DC Public Schools

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Quinne Harris-Lindsey, Esq.  
General Counsel, DC Public Schools

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Michael Kentoff, Esq.  
Supervisory Attorney Advisor  
Office of Labor Relations and Collective  
Bargaining

**FOR THE UNION  
COUNCIL OF SCHOOL OFFICERS**

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Richard Jackson, Ed.D., President  
Council of School Officers

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Barbara B. Childs, Executive Vice President,  
Council of School Officers

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Brenda Zwack, Esq., Attorney  
Council of School Officers

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Mark Murphy, Esq., Attorney  
Council of School Officers

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Delisa Green, Secretary  
Council of School Officers

### **APPROVAL**

This compensation collective bargaining agreement between the District of Columbia Public Schools and the Council of School Officers, dated \_\_\_\_\_, 2022, has been reviewed in accordance with Section 1-617.17 of the District of Columbia Official Code and is hereby approved on this \_\_\_\_\_ day of \_\_\_\_\_ 2022.

\_\_\_\_\_  
Muriel E. Bowser, Mayor

## **Appendix One**

### **Related Service Providers**

**Title:**

Audiologist  
Bilingual Psychologist  
Occupational Therapist  
Pathologist, Speech Language  
Physical Therapist  
Psychologist  
Psychologist (CSO)  
Psychologist (ET-11)  
Psychologist, Counseling  
Psychologist, School  
Social Worker  
Speech Language Pathologist  
Speech Pathologist  
Speech/Language Pathologist  
Speech/Language Therapist  
Speech/Pathologist