AGREEMENT BETWEEN THE BOARD OF EDUCATION OF THE DISTRICT OF COLUMBIA AND THE COUNCIL OF SCHOOL OFFICERS LOCAL #4

AMERICAN FEDERATION OF SCHOOL ADMINISTRATORS, AFL-CIO

October 1, 2004 – September 30, 2007

ARTICLE I RECOGNITION AND COVERAGE

A. The Board recognizes the 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 classification.

ET OFFICERS BARGAINING UNIT

All full-time personnel employed by the District of Columbia Public Schools in the ET 6-13 classifications and levels as listed below:

Assistant Coordinator

Assistant Director

Assistant Principal

Athletic Director

Audiologist

Coordinator

Assessment

Early Child Educ.

Elementary Educ.

Interagency

New Programs

Project

Program

Residential

Special Program

Special Education Program

Director

Instructional Supervisor

Principal

Psychologist

Psychologist, Clinical

Psychologist, Counseling

Family Service Worker

Social Worker

Specialist

Assessment

Compliance

Content

Curriculum Development

Education Program

Education

Instructional

Occupational Therapist

Placement

Program

Special Education

Technical Support

Transition

Speech Pathologist

Speech Therapist

Supervisor

EG OFFICERS BARGAINING UNIT

All full-time personnel employed by the District of Columbia Public Schools who are rendering educational, technical and administrative support services in EG classifications 11-14 and 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 XVIII, Title 1, Section 618 of the D.C. Code, 1981 Edition. The bargaining unit consists of employees with the following official titles:

Accountant

Administrative Officer

Architect

Business Manager

Coordinator,

Transition

Program

Educ. Research Assistant

Specialist,

Audio Visual Media

Education

Program

Research

- **B.** The Council will not represent personnel serving in any capacity other than in the bargaining units and job classifications above.
- C. 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 the respective ET or EG classification.

ARTICLE II DEFINITIONS

- A. Board- The term "Board" as used in this Agreement means the Board of Education;
 Superintendent of Schools; and the Superintendent's subordinate officers, whichever is deemed appropriate.
- B. Council- The term "Council" as used in this Agreement means the District of Columbia Council of School Officers, Local #4, American Federation of School Administrators, AFL-CIO.
- C. Parties-The term "Parties" as used in this Agreement means the Board and the Council as signatories to this Agreement.
- D. Officer-The term "Officer" as used in this Agreement shall mean all employees covered by this Agreement and who are responsible to the Board.
- E. Service Computation Date-The date derived from an employee's total creditable length of service as is defined and applied in the Board of Education's rules on reduction-inforce.
- F. Whenever the singular is used in this Agreement, it is to include the plural as appropriate.

ARTICLE III DUES DEDUCTION

- A. Upon receipt of a lawfully executed written dues deduction authorization, Form DC-277, from an officer covered by this Agreement, the Office of Human Resources shall process such forms to the District of Columbia Government Agency responsible for the deduction of the regular Council dues from the Officer's bi-weekly pay.
- **B.** During the Officer's employment with the Board, authorizations of dues deduction shall be revocable with a sixty (60) day notice from the Officer to the Council but shall not fall below the basic service fee.

- C. In recognition of the fact that all officers who are covered by this Agreement benefit from its provisions, all officers covered by this Agreement shall share the costs of negotiating. administering and enforcing this Agreement. Those officers in each of the bargaining units covered by this Agreement who do not pay regular dues shall remit to the Council through payroll deductions an amount equivalent to one half (1/2) of the amount of their regular Council dues for the respective bargaining unit. This deduction shall be 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 Council shall demonstrate on a semi-annual basis that at least 55% of the employees in the unit are having full membership dues remitted to the Council evidenced by payroll deduction or copies of checks submitted for payment of union dues of unit members. The Council shall indemnify and hold the Board harmless against any and all claims, demands and other forms of liability which may arise for the operation of this provision. In any case in which a judgment 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 Council by the Board, shall be returned to the Board or conveyed by the Union to the Officer(s) as appropriate.
- D. The Board shall provide the Council with a listing of names of eligible employees and their titles for membership within 30 days of their hiring. The listing shall include the eligible employees' assignment locations.

ARTICLE IV BOARD 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 Board or in the Superintendent as delegated by the Board.

ARTICLE V BOARD RULES

The provisions of this Agreement shall supersede any Rule of the Board of Education pertaining to the specific provisions herein, to the extent that such provisions in this Agreement are lawful and are inconsistent with such Rule.

ARTICLE VI 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, performed or enforced and 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 VII 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 Board 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.

ARTICLE VIII GRIEVANCE AND ARBITRATION

A. Definition

A grievance is defined as an unsettled complaint concerning any alleged violation, misinterpretation, or misapplication of any of the provisions of this Agreement. A difference or dispute not involving the meaning, application or interpretation of the terms

and provision 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. If the aforementioned is initiated because the Board has failed to implement or act on a favorable PERB or step 2 decisions, then the Board will assume all costs associate with this action.

B. General

- Whenever a particular 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.
- If a grievance has been processed by an individual officer without the participation of the Council the resolution of the grievance will not be regarded as establishing any precedent.
- 3. No matter shall be entertained as a grievance unless it is raised by the grieving Officer within ten (10) work days after the event giving rise to the grievance.
- 4. Officers and the Council shall follow the procedures set forth herein with respect to any grievance they may have, and shall not seek any other redress prior to filing or during the grievance process to resolve their grievances. If either breaches this provision, they shall forfeit the right to invoke the provisions of this Article for that incident.
- 5. Once a grievance has been filed, it may not be altered except that the grievant may delete items from the grievance.
- 6. All limits set forth in this Article may be extended by mutual consent, but if not so extended, they must be strictly observed. If the matter in dispute is not resolved within the time period provided for any step, the next step may be invoked. (This section conflicts with paragraph 10 we agree with the language

- here) 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 to the same agree.
- 8. Any hearing provided for 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 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 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.
- 9. No recording device shall be utilized either at the informal step or at Step 1 of this procedure. No person shall be present at any of these steps for the purpose of recording the discussion. At Step 2 of this procedure, no recording device, other than that utilized by the Superintendent's designee, shall be utilized and no person other than the Superintendent's designee shall be present for the purpose of recording the discussion.
- 10. If the Board does not issue the required decisions at Step 2 within the agreed upon time period, then the filed grievance will be interpreted in favor of the Council and the requested relief will and shall be granted. (DCPS does not agree with this provision if the merits of the case warrant disciplinary action then untimeliness is not enough to trump the merits. Ultimately, paragraph 6 is the proper remedy invoke the next step. This paragraph should be deleted)

C. Procedure

1. Informal

Within ten (10) work days of the event giving rise to the grievance, the officer will orally present the grievance to the officer's immediate supervisor or designee. If the grievance arises from action taken by an official other than the officer's immediate supervisor, the grievance shall be presented to the official or designee who took the action being grieved. Within five (5) work days after presentation of the grievance, the supervisor or designee shall give an answer orally to the officer.

2. Formal

Step 1. Within five (5) work days of the oral answer, if the grievance is not resolved, it shall be reduced to writing, signed by the grievant and presented to the same person(s) referred to in the informal step.

The "Statement of Grievance" shall name the officer involved, state the facts giving rise to the grievance, identify by appropriate reference the provisions of this Agreement alleged to be violated, state the contention of the officer (and of the Council) with respect to those provisions and indicate the specific relief requested. The grievant shall have the right to have an authorized representative of the Council, another school employee, or and outside representative present at any discussions of the formal grievance with the supervisor or designee and at any subsequent steps in the processing of the grievance. Within five (5) work days after receiving the grievance, the immediate supervisor or designee shall communicate an answer in writing to the grievant and to the Council.

- b. Step 2. Within five (5) work days of receipt of the written answer, if the grievance is not resolved, the grievant may file the same written grievance with the Superintendent of Schools, provided that in the instance of an Assistant Director grieving against a Director or an Assistant Principal against a Principal and other similar instances, the grievance has first been submitted in writing to the appropriate director or Superintendent, or their designee and a decision in writing rendered thereon. Within fifteen (15) work days of receipt of the written grievance, the Superintendent or the Superintendent's designee and those the Superintendent may further name, shall meet with the grievant (and representative) for a full review of all the facts and contentions involved and render a written decision thereon with thirty (30) work days of such meeting.
- c. Step 3. If the Council is dissatisfied with such decision, provided that no provision of this Agreement which is stated to be a matter of policy shall be subject to arbitration, the Council may request arbitration of the dispute as follows:
 - (1) The request for arbitration must be in writing, addressed to the American Arbitration Association and copies of the request simultaneously sent to the President of the Board of Education, the Superintendent of Schools and the Office of General Counsel. The request must be made within ten (10) work days after the rendition of the decision at Step 2.
 - (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, in accordance with the rules of the Association, 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) work days after Step 3 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 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 a 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 during the life of this Agreement. Fees and expenses of the arbitrator shall be borne equally by both parties, except in the event that the arbitration was the result of the Board's failure to issue a timely Step 2 decision. In such a case, the Board shall be responsible for the fees and expenses of the arbitrator. No individual officer may invoke Step 3.

ARTICLE IX COMPLAINTS AGAINST AN OFFICER

A. Whenever a formal compliant is lodged against an officer by a student, parent or any other member of the public, the appropriate school system official shall notify the officer of the complaint and of the charge(s) in writing within five (5) school days of

- the Board's receipt of the complaint. The officer will be allowed ten (10) school days to provide any written response regarding the complaint.
- B. If the complaint against the officer results in any investigative proceedings, the officer, if the officer chooses, 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, generally understood to be within five (5) schools days of the request for a representative to be present. (This sentence needs clarification does it mean that the interview has to be delayed up until 5 days while the Officer waits for representation? What if DCPS needs to conduct an immediate interview? 5 school days is too long that is one whole week to wait for an interview. The investigation will not be held in abeyance if the Council does not provide a duly designated representative within 2 business days is acceptable.
- C. In all cases, in any investigation of a formal complaint against an officer, the officer shall be given due process.
- D. If it is determined that the charges against the officer are unsubstantiated, the officer involved in the complaint will be notified of the conclusion in writing and any and all materials relating to such charges will be removed from the officer's official personnel record, and will not be used in the officer's future disciplinary action or performance evaluation. Such records will not be disclosed to third parties without the consent of the officer, except as required by law.
- E. Where appropriate, formal complaints from other District of Columbia Public Schools' employees should be processed in accordance with other established procedures. (What does this mean? Why is it needed?)

F. An informal complaint against an officer, after preliminary inquiry, shall either be dismissed or converted to a formal complaint subject to the provisions of paragraphs A through E above and the officer shall be so notified in writing by the Superintendent's designee.

ARTICLE X DISCIPLINARY ACTION

A.

- 1. The parties agree that one of the purposes of any disciplinary action is to modify an employee's unacceptable behavior to a standard of acceptable behavior and any disciplinary action taken against an officer must meet the tests of just cause. If the alleged behavior is a violation of state, federal law and/or Board of Education Rule, then the Board may place the officer in an administrative leave status pending the results of an investigation of the allegation(s). Should the investigation factually establish that more likely than not the alleged infraction or act was committed, then, the Board may, within its discretion, initiate the process to impose disciplinary action.
- 2. The Board will practice progressive discipline for all Officers, excluding Principals/Assistant Principals, regarding all minor infractions and recognizes that the verbal or written warning shall be used prior to issuing formal written letters of reprimand. The written reprimand in the progressive discipline process shall be the first level of formal disciplinary action and the Officer may grieve this action and any subsequent level of disciplinary action above the written reprimand.
- 3. The parties agree that written and verbal warnings are not grievable and do not become a part of the Officer's official personnel file.

No disciplinary action shall be taken against an officer except for just cause.

(DCPS cannot agree to blanket language that discipline shall only be corrective in nature. If, for example, an employee commits child abuse, the discipline must be punitive.)

B. Progressive Discipline

Matters involving competency shall not be subject to progressive discipline.

Except for actions that constitute willful neglect of duty, immorality, and or actions that will result in damage to school property, that may be detrimental to the efficiency and discipline of the school system, or that may be injurious to others, the following system of progressive discipline should be followed for other Officers, excluding principals and assistant principals:

Written warning Written reprimand Suspension Discharge

a. Discussion

For minor offenses, management has a responsibility to discuss such matters with the Officer. Such discussions are not considered disciplinary and are not grievable. Such discussions shall not be noted in the Officer's official personnel file, and may not be cited as an element of prior adverse action in any subsequent disciplinary action against the officer (or reflected in the Officer's performance evaluation).

b. Written Reprimands

A written reprimand is a disciplinary notice in writing, identified as an official disciplinary written reprimand that shall include an explanation of an infraction or misconduct to be corrected.

- (a) A written reprimand based upon an act or omission by the Officer shall be placed in the personnel file within a period of time not to exceed 10 days following the incident, provided that the Officer has an opportunity to review the material(s), and attach comments and grieve the reprimand should the Officer or Council decide to do so.
- (b) A reasonable period of time following the incident shall be identified for the purpose of investigating the incident, but shall not exceed ten (10) days, unless there is written mutual agreement to extend the period by the Officer or Council.
- (c) If the Superintendent or his/her designee concludes that there is no basis for the allegation(s), no reprimand will be placed in the Officer's official personnel file.
- (d) If the Superintendent or his/her designee concludes that there is a basis for the allegation(s), the reprimand shall be placed in the official personnel file after the Officer has been provided a copy. Should the Officer disagree with the content of the material, the Officer shall have the right to respond to the material within ten (10) work days and the answer shall be filed with the reprimand in the Officer's official personnel file.
- (e) An Officer has the right, upon request, to have a Council representative present during an investigatory meeting with the Superintendent or his/her designee (Weingarten Rule) Refer back to Article IX, Section B, last sentence regarding the time frame for the representative to be available not more than 2 business days from the time the Officer is notified that an investigatory meeting is requested.
- (f) If a reprimand is placed in an Officer's official personnel file contrary to the procedures described above, that reprimand shall be immediately removed from the Officer's official personnel file.

This section confused the prior sections that indicated that verbal and written warnings were not part of the personnel file and could not be used – it is also redundant to the prior discussion about reprimands and not needed.

(g) The Superintendent and or his/her designee shall have the discretion to issue a written reprimand after one written warning is issued for the same infraction.

- a. In cases of egregious conduct, the Superintendent/designee may issue a letter of reprimand without previously having issued either a verbal or written warning.
- b. A written reprimand based upon an act (above) or omission by the officer shall be placed in the official personnel file within fifteen (15) work days following the incident, provided that the officer has had an opportunity to review the materials and submit a written response.

ARTICLE XI EVALUATION

A. The evaluation process set forth below is intended to provide the individual officer with an opportunity to improve proficiency in deficient areas identified by his/her supervisor. Therefore, it is expected that during the evaluation process a reasonable period of time, no more than one year for term appointees, shall be provided the officer to improve performance in area(s) identified as deficient by his/her supervisor during the evaluation process.

If deemed necessary by the supervisor, support will be provided in the areas of deficiency and a plan of improvement will be jointly developed, by the supervisor and the officer. The officer will be responsible for performance improvement progress in the areas of deficiency. The following practices shall be required:

- Each officer shall be evaluated annually by the Superintendent, the Superintendent's designee or the officer's designated immediate supervisor in accordance with procedures adopted by the Superintendent. The Superintendent has the prerogative of establishing evaluation procedures.
- Copies of the evaluation procedure shall be made available to each officer.
 The procedures shall be followed at all conferences concerning the officer's evaluation.
- 3. The officer shall be given a copy of the officer's evaluation at the conclusion of the mid-year and final evaluation conference. The office shall be given a signed copy of the final evaluation within thirty (30) days after the end of the rating year.
- A conference to discuss the evaluation will be held if requested by the Superintendent, the Superintendent's designee, the immediate supervisor or the officer.

- 5. If an officer disagrees with an evaluation of unsatisfactory, needs assistance, or a rating indicating similar language regarding performance, the officer may submit a written rebuttal and the rebuttal shall be attached to the evaluation. Any and all appeals of evaluations of less than effective or less than satisfactory shall be made through the procedure established in 5 DCMR §§1306.8 through 1306.13 of the Rules of the Board of Education.
- 6. Officers shall be made aware of and have the right to review and shall receive a copy of any material used in their evaluation.
- 7. The final official rating shall be placed in the official personnel file.
- 8. The probationary period for officers, with the exception of term appointees (principals and assistant principals), is two (2) years.
- B. School officers, except term appointees, who have satisfactorily completed the probationary period in a position shall be considered to be an employee with permanent tenure only in that position.

ARTICLE XII OFFICER PROMOTION

- A. All officers are entitled to have knowledge of promotion policies and procedures.
- **B.** All vacancies in positions covered by this Agreement shall be advertised throughout the school system and shall set forth the grade level, application procedures, and the deadline dated for submission of the application. Further information is available from the Department of Human Resources. The Council shall be notified of all such vacancies.
- C. Applications must be in writing, using the appropriate official application form and submitted to the Department of Human Resources by the closing date stated on the vacancy announcement
- D. 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.

ARTICLE XIII TRANSFERS

- A. The Council recognizes that the schools 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 the 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 Superintendent or the Superintendent's designee 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 XIV LEAVE AND PAY

A. Annual

- Officers shall earn annual leave with pay in any one calendar year, exclusive
 of authorized leave for educational purposes and assignments and exclusive
 of Saturdays, Sundays and holidays as follows:
 - a. Less than three (3) years service, thirteen (13) days per year;
 - b. Three (3) years service, but less than fifteen (15) years service, twenty (20) days per year; or
 - c. Fifteen (15) or more years service, twenty-six (26) days per year.
- Officers may accumulate annual leave for later use up to a maximum of thirty
 (30) days.

3. Each supervisor in conjunction with the officer shall develop a tentative leave schedule for the use of annual leave shall be developed early in the leave year, which provides for vacations on a staggered basis throughout the year. 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, of course, be revised from time to time. Employees should be given the opportunity for a planned period of extended vacation leave.

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 annual leave policies. However, if and when exigencies of 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. Officers may exceed the thirty (30) day accumulation of annual leave under the following conditions:
 - A. Administrative error where such error causes the loss of annual leave;
 - B. Exigencies of the public business when the leave was scheduled in advance and the exigencies caused the cancellation of the leave; or
 - C. Illness or injury when leave was scheduled in advance and canceled because of illness or injury.

The term "scheduled in advance" means before the start of the third bi-weekly pay period prior to the end of the leave year.

5. Restoration of Leave

- a. The Board 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 Board will provide the process for recording and utilization of restored annual leave to the membership and all responsible supervisors- in accordance with paragraph 6 below.
- c. If the Board 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 officer would have been entitled to shall not be subject to the "use or lose" leave protocol timeline and will be restored.
- 6. Requests to restore leave lost due to any of the three (3) conditions listed above should be submitted to the Department of Human Resources in writing and include the officer's name and social security number, 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.
- 7. Any restored leave must be used within two (2) years following restoration.
- 8. Upon separation from the service, an officer shall receive a lump-sum payment, at the rate of salary on the effective date of separation, for accumulated or restored annual leave.

B. Sick leave

- 1. Officers shall earn thirteen (13) days sick leave, with pay, in any one calendar year.
- Sick leave, which is not used during the year it is earned, shall accumulate and be available for use in accordance with Board Rules.
- Upon approval by the Board, an officer may use accumulated sick leave in addition to the maximum useable accumulation provide in 5 DCMR §1200.9 of the Board Rules.
- 4. Permanent or probationary officers may be advanced up to thirty (30) days leave by the Superintendent. Every application for advanced leave shall be supported by a certificate signed by a registered practicing physician or other licensed practitioner certifying that the officer is unable to perform regular duties. Any advanced leave shall be charged against subsequently earned sick leave until the advanced leave is paid back. Sick leave may be advanced irrespective of whether the officer has annual leave credit. If the employee voluntarily or involuntarily terminates their employment prior to the repayment of the advanced sick leave, the employee will be required to repay, at their then current rate of pay, the amount remaining.

C. 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. Officers shall provide a copy of the documentation, in the form of the subpoena or jury duty notice, to the supervisors. Any pay received for service as a witness or juror, other than expenses, must be submitted to the D.C. Public Schools, Department of Human Resources.

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.

D. Family and Medical Leave

In accordance with D.C. Official Code §§32-501, et seq.,, the Board acknowledges that an eligible employee who is employed for one year without a break in service except for regular holidays and worked at least 1,000 hours during a 12-month period shall be entitled to a total of 16 work weeks of family leave during any twenty-four (24) month period for:

- 1. The birth of a child of the employee;
- 2. The placement of a child with the employee for adoption or foster care;
- 3. The placement of a child with the employee for whom the employee permanently assumes and discharges parental responsibility; or
- 4. The care of a family member of the employee who has a serious health condition. D.C. Official Code §32-502 (a).
- 5. Family member means:
 - i. A person to whom the employee is related by blood, legal custody, or marriage;
 - ii. A child who lives with an employee and for whom the employee permanently assumes and discharges parental responsibility; or
 - iii. A person with whom the employee shares or has shared, within the last year, a mutual residence and with whom the employee maintains a committed relationship.

D.C. Official Code §32-501 (4).

An employee who is unable to perform the functions of the employee's position because of a serious health condition shall be entitled to medical leave for as long as the employee is

unable to perform the functions, except that the medical leave shall not exceed sixteen (16) work weeks during any twenty-four (24) month period. D.C. Official Code §32-503 (a).

The Board shall provide and implement Family and Medical Leave consistent with D. C. law.

The provision and implementation of Family and Medical Leave is based on D. C. law.

E. Administrative Leave

- 1. Each officer, upon request and approval, shall be allowed three (3) days of leave with pay per year for visits to schools, industry and participation in conferences, seminars and workshops which are beneficial to the school system subject to the educational program and/or the officer's work assignments during the period of leave requested. Such leave must be requested by the officer fifteen (15) days in advance.
- 2. At the initiation of the Board, leave with pay to attend conferences, workshops, conventions and seminars which are beneficial to the school system may be granted to officer.

F. Educational/Sabbatical Leave of Absence

- Educational/Sabbatical leave for academic study/professional improvement may be granted at the Superintendent's discretion and approval for academic study, research or other purposes that will increase or further the officer's professional growth and development and will contribute to the improvement of the school system.
- 2. An outline of a planned program must be submitted with the application for leave, including what the officer intends to accomplish during the period of leave, how the leave would enhance the officer's performance/career and benefit the school system, and a plan for monitoring progress during the term of the leave. In addition, the officer must obtain the approval of the Superintendent or his/her designee who will monitor the plan, review progress reports submitted by the officer, and approve the documented completion of the approved program.
 - a. Standard: The total number of officers granted sabbatical leave at the

- Superintendent's discretion in any leave year will not exceed one (1) per cent of the total number of officers.
- b. Eligibility: An officer becomes eligible for sabbatical leave, for a minimum period of a full semester, up to a maximum of one full year after five(5) consecutive years of employment with the District of Columbia Public Schools, excluding periods of Family and Medical leave, military or exchange leave. Eligibility is reestablished seven years after the first sabbatical leave is completed.
- c. Salary Allowance: An officer granted sabbatical leave shall receive a maximum of fifty (50) percent of his/her salary for the period of the sabbatical leave minus all required and/or elected deductions. Should the sabbatical leave be for participation in a program for which the officer is to receive remuneration, the total of the remuneration (DCPS salary and program assistance/compensation) shall not exceed the officer's annual DCPS salary. In cases where the combined remuneration exceeds the officer's annual DCPS salary, the officer's DCPS salary shall be reduced accordingly.

Benefits:

- a. An officer on sabbatical leave shall for all purposes be viewed as a full-time employee. The officer's rights and privileges, length of service, and the right to receive salary increments as provided by the policies of the Board or this contract will be the same as if the officer had remained in the position from which he/she took leave. However, annual or sick leave may not be used or earned while on sabbatical leave.
- b. During the period of sabbatical leave, the officer's contributions to his/her retirement plan will be continued.
- c. The officer shall retain membership in the employee benefit plans, for which

he/she is eligible and for which deductions shall be made for the period of leave; and the Board shall continue to make its contributions thereto.

Contractual Agreement: An officer accepting sabbatical leave shall enter into a separate, written contract whereby he/she agrees to return to service in the District of Columbia Public Schools for a minimum two-year period immediately following the sabbatical leave. If the officer fails to return and remain for the specified time, he/she shall be required to refund all monies paid to or for him/her or on his/her behalf by the Board, along with interest at the rate of six (6) per cent per annum, prorated to account for any time served out of the two-year period. DCPS may deduct any amount owed from the Officer's termination pay upon agreement with the Officer.

Non – completion of program: If the officer cannot complete the planned program for which sabbatical leave was granted, it is his/her responsibility to notify the Superintendent. The leave may then be rescinded by the Superintendent and the officer is placed on the appropriate employment status. Salary allowances and benefits shall be adjusted accordingly. The officer must repay any monies paid him/her or on his/her behalf for which he/she may be liable as a result of the change in leave status.

Satisfactory service as a probationary or permanent employee in the D.C. Public Schools shall be credited in determining eligibility for leaves of absence for educational purposes with or without pay.

G. Leave for Council Business

1. Officers elected to full time Council positions may be granted a leave of absence without pay for a period of one (1) 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 §38-2021.01 (a).,

H. Return from Leave

An Officer returning from Family and Medical leave or educational/sabbatical leave of absence shall have the right to return to his/her former position or to an equivalent position and same salary class. Excluding returns from Family and Medical leave, the returning Officer will be returned to his/her former or 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.

I. Special Leave

Officers required by the Superintendent to serve as administrators or supervisors of the regular summer school program during the entire period of the program shall be entitled to ten (10) days of special leave. The additional leave resulting from this provision must be used prior to the officers' next administration of the regular summer school program. 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 at their rate of pay on the effective date of the payout.

J. Sick Leave Bank

A sick leave bank for officers shall be established and operated under guidelines approved by the Board and the Council.

K. Funeral/Bereavement Leave

1. Four (4) additional days of leave without loss of pay and benefits will be granted annually for the occasion of the death of an employee's spouse/domestic partner, child, parent or sibling (whether adopted, natural, step, foster or in-law).

- 2. The employee may be required to submit to the immediate supervisor a written statement specifying the date of the funeral.
- This provision does not preclude the use of accrued sick leave if additional days are needed for the purpose of bereavement or attending a funeral.
- 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.
- L. Any officer, other than principals and assistant principals, who is not authorized or assigned administrative functions shall be granted liberal leave when schools are closed for emergencies for students and teachers.

ARTICLE XV PERSONNEL FILES

- A. The official personnel files will be maintained in the Department of Human Resources.

 Except as is provided for in paragraphs B and C below, only those persons authorized by the Executive Director of Human Resources shall have access to personnel files.
- B. Upon appropriate request and proper identification, and officer shall be permitted to examine his or her regular personnel file in the presence of a Department of Human Resources representative.
- C. Upon written authorization by an officer, the Council representative may examine the officer's personnel file, upon presentation of such authorization, in the presence of a Human Resource 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 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.
- E. Material requested by the Department of Human Resources in connection with original employment (e.g., inquires made to previous employers and/or college placement

officers) and promotion potential rating will be separately filed and not made available to any member of the bargaining unit nor to any school official unless the official established the need to know the data on file.

ARTICLE XVI 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. Complaints received by the school system against an officer concerning unpaid bills, bad checks, tax delinquencies, and court judgments will not be placed in the officer's personnel file but forwarded to the officer. (Garnishment orders have to be in file to justify wage deductions)
- C. An officer will not be discharged based solely upon that officer's arrest or indictment.

ARTICLE XVII REIMBURSEMENT FOR TRAVEL

Officers having an assignment requiring travel within the District of Columbia shall be provided Metro transportation fare or, when using privately owned vehicles, shall be reimbursed at the rate established by the District of Columbia Government. Officers using privately owned vehicles must obtain pre-authorization through their immediate supervisors from the D.C. Public Schools, and submit the required documentation of travel. The Board will ensure that the protocol for the subject travel reimbursement and forms for authorization are readily available to all officers who qualify for reimbursement.

- A. Reimbursement rates will be established by the District of Columbia's Office of the Chief Financial Officer. Rate changes as are effected during the fiscal year shall be implemented at the beginning of the month following the official government rate change.
- B. Officers assigned on any duty day to report to a duty station other than the office or site to which they are regularly assigned, will be reimbursed for

mileage driven on such day, not to include the once daily round trip mileage from the officer's residence to his/her work site. Officers whose regular assignment requires the use of their privately owned vehicle may not be required to obtain pre-authorization. Nevertheless, it is required that documentation of travel be submitted, along with the request for reimbursement, within one pay period following the period to be reimbursed.

C. Officers shall keep detailed records of travel for school business on the form provided by the Board and obtain verification of school business travel from their immediate supervisor or designee prior to submission for reimbursement.

ARTICLE XVIII 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, when such loss, damage or destruction is not 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 XIX CURRICULUM AND INSTRUCTION

- A. To any committee of school employees appointed by the Board in connection with curricular or instructional programs, the Council shall be requested to name a representative or representatives.
- B. With respect to joint Board-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.
- C. The Board will consult with the Council when selecting principals'/officers' participation on any contract negotiations or issues related to teacher issues as they impact the local school.

ARTICLE XX JOINT BOARD-COUNCIL TASK FORCE

- A. Recognizing that there are particular problems and areas of direct concern to the Council such as 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 Superintendent or his designee will inform the Council of task forces established concerning the above areas. The Council may request participation on such task forces.
- B. The Council and the Superintendent and/or designee(s) shall meet at least four (4) times per year to discuss problems relating to the application of this Agreement. The dates shall be scheduled at the request of the Council at a mutually convenient time. Any agreement reached on the interpretation of any part of this Agreement shall be reduced to writing and signed by the parties.

ARTICLE XXI COUNCIL ACTIVITES

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 Superintendent or the Superintendent's designee,

duly authorized representatives of the Council who are actively employed as school 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 Board or its representatives.
- 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 XXII USE OF SCHOOL FACILITIES

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

ARTICLE XXIII BULLETIN BOARDS

- A. Available space on existing D.C. Public Schools' bulletin boards provided primarily for officers' information and internal communications in locations where members of the bargaining unit are employed, may be used by the Council to post materials dealing with:
 - 1. Recreational and social affairs of the Council;
 - Council elections;
 - 3. Reports of the Council; or
 - 4. Council meeting notices.

B. The Council shall supply the Department of Human Resources with an information copy of all Council materials posted on bulletin boards or distributed to officers in the school.

ARTICLE XXIV 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 Board 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. An officer shall be notified of the authorized release of employees under the officer's supervision prior to the employee's release.

ARTICLE XXV COPY OF AGREEMENT

The Board and the Council shall share the cost of the printing and publication of this Agreement.

ARTICLE XXVI 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, shall be subject to the sanctions as set forth in the Rules of the Board of Education and D.C. law.

ARTICLE XXVII LEGISLATIVE CONSULTATION

On any matter not covered by this Agreement affecting officers which requires approval by the City 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 XXVIII 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 XXIX POSITION DESCRIPTIONS

- A. The appropriate position descriptions will be given to each school officer at the time of appointment.
- B. The classification of a position covered by this Agreement shall be accomplished in accordance with applicable law.
- C. Any officer in the bargaining unit may appeal the classification of the position to the Superintendent. Position classification appeals are not a subject for the grievance procedure contained in Article VIII (Grievance and Arbitration) of this Agreement.
- D. 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 XXX REDUCTION-IN-FORCE

- A. Reduction-in-Force procedures as adopted by the Board of Education shall be adhered to.

 Should the Board propose to modify the reduction-in-force procedures, the Board will give the Council the opportunity to consult and confer before adopting such modification.
- B. The school system agrees to notify the Council of proposed reduction-in-force giving the number of officers, the competitive levels to be affected, and the date action is to be taken as soon as data are available.
- C. The Council agrees to render assistance in communicating to officers the reason for any reduction-in-force and to cooperate with the Board in implementing the reduction-inforce.
- D. Any appeals relating to a reduction-in-force shall be to the District of Columbia, Office of Employee Appeals and no matters arising there under shall be grievable under the

negotiated grievance procedure contained in Article VIII (Grievance and Arbitration) of this Agreement.

ARTICLE XXX1 PROFESSIONAL IMPROVEMENT

- A. The Council will be notified of and may designate a representative to participate in the development of system-or division wide training programs which may be established for the professional improvement of officers.
- B. Leadership training programs offered by the school system shall be available to officers who meet the selection criteria for the training program.

ARTICLE XXXII TAX SHELTER ANNUITY

- A. The Council, as the exclusive representative of officers in the D.C. 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 XXXIII MATTERS CONCERNING SCHOOL MANAGEMENT

- A. The Board and Council agree that the Council shall have representative members on any committees that are established to make recommendations and decisions in the following areas:
 - 1. Instructional material and classroom supplies;
 - 2. Health, Safety and Security:
 - 3. Pupil Personnel Services;
 - 4. Student participation in co-curricular activities;
 - 5. Parent involvement;
 - School-based management;
 - 7. Special Education; or,
 - 8. Information Management.

- B. The parties agree that when employee grievances of other unions are filed at the local school or unit, the agreed upon grievance process of the respective union shall be followed and there will be no interference by the Board in the grievance process.
- C. Under the rules of the Board of Education and the laws governing the D.C. Public Schools, the Superintendent is appointed to direct and supervise the operation of the school system. Each principal or local school administrative leader is accountable to the Superintendent for the direction and operation of the individual school. The Principal, under the direction of the Superintendent, 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.
- D. The parties agree that they will plan for developing an expansion of the principals' authority to hire, discipline and terminate teachers. The parties will identify 10 schools to create a model for principal autonomy regarding recruitment, hiring, discipline and termination of teachers who are not meeting performance standards, effective for School Year 2007/2008. Principals in the identified schools may operate under procedures that are different than those that currently exist for this purpose. Immediately after execution of this agreement, a joint working group committee of 6 members (3 from DCPS and 3 from the Council) co-chaired by the Superintendent of DCPS and the President of the Council, will begin to determine the method for selecting the pilot schools and the extent of autonomy for principals as it relates to this subject.
- E. To provide involvement in the decision-making process of local schools, Local School Restructuring Teams (LSRT) shall be established and shall serve in an advisory capacity to the principal for the purpose of improving student out-comes.

F. The Local School Restructuring Team (LSRT) is strictly advisory. Final decisions are the responsibility of the principal.

ARTICLE XXXIV EVALUATION OF SUBORDINATES

In the event that an officer's evaluation of a subordinate is challenged by the officer's superior and there is evidence that the established procedure was not followed or there is not sufficient evidence to support the evaluation, the officer must change the evaluation.

ARTICLE XXXV COMPENSATION FOR THE ET AND EG OFFICERS BARGAINING UNIT

The parties agree that any provision of this Agreement which requires 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 funds, the following compensation shall be effective upon the dates as stated.

A. FISCAL YEAR 2006

Effective the first pay period beginning on or after October 1, 2005 the base salary schedule for all employees covered by this Agreement shall increase by four percent (4%) in accordance with past methods of increasing base salary schedules.

B. FISCAL YEAR 2007

Effective the first pay period beginning on or after October 1, 2006, the base salary schedule for all employees covered by the Agreement shall increase by six percent (6%) in accordance with past methods of increasing base salary schedules.

C. SALARY STEPS FOR PRINCIPALS AND ASSISTANT PRINCIPALS:

Effective the first pay period beginning on or after October 1, 2006, Principals' and Assistant Principals' salary schedule will expand from six (6) steps to nine (9) steps, inclusive of three (3) longevity steps. To be placed on longevity steps, principals/assistant principals must have completed three (3) years on step six (6). In

addition, principals/assistant principals must have at least nine (9) years of continuous service with District of Columbia Public Schools. The placement criteria and amount of each longevity step is listed below:

- 1. Longevity Step One (1) Step Seven (7):
 - a. Nine (9) years of continuous service with the District of Columbia Public
 Schools
 - b. A base increase of fifteen hundred dollars (\$1500) more than step six (6).
- 2. Longevity Step Two Step Eight (8):
 - a. Twelve (12) years of continuous service with the District of Columbia Public Schools
 - b. A base increase of three thousand (\$3000) more than step six (6).
- 3. Longevity Step Three (3) Step Nine (9):
 - a. Fifteen (15) years of continuous service with the District of Columbia Public Schools
 - b. A base increase of forty-five hundred (\$4500) more than step six (6).
- 4. Once a principal/assistant principal has been placed on a longevity step they must complete three (3) years on that step prior to advancing to the next longevity step.

D. PRINCIPAL MENTORS

The parties have agreed that at the beginning of SY2007.2008, a Principal Mentor classification will be established in DCPS. The purpose of this is to create a mentoring leadership role for the system's most successful principals.

The qualifications for the position are to be determined by the Superintendent or the Superintendent's designee, in consultation with the Council of School Officers' leadership, and will include years of quality service as one criterion. Quality service may be determined by reviewing school data, progression in raising student achievement scores or some other leadership standard.

Principal Mentors will be selected by the Superintendent or the Superintendent's designee after consultation with CSO leadership. There will be no right to continued employment as a Principal Mentor.

Principals selected to be principal mentors shall be expected to share their skills with their colleagues by mentoring principals (those newly appointed to the principalship from within DCPS and/or those veteran principals new to the DCPS system) and performing other leadership functions consistent with a leadership role as a principal mentor.

The Board and the Council of School Officers agree to continue negotiations to develop and implement a position description and salary schedule for the principal mentor classification.

E. SCHOOL PERFORMANCE INCENTIVE:

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 certifies that there is a source of additional funds as a permanent base adjustment to the District of Columbia Pubic Schools annual operation budget.

The parties agree that upon execution of this Agreement, they will meet and begin discussions regarding providing school performance incentives effective School Year 2007-2008. The parties further agree that they will consider the following:

- 1. Whether the Board will provide incentive performance awards to the principals and assistant principals of schools that meet established performance criteria for the immediately preceding school year. This award may be provided in the form of additional monetary compensation above the Officer's base salary.
- 2. Whether participation in the School Performance Incentives program shall initially be limited to ten (10) schools. Principals/assistant principals (and their instructional teams) could indicate their desire to participate in this performance incentive program by a date established by the Superintendent or the Superintendent's designee and the process for making the determination regarding participants would be agreed upon by the parties.
- 3. Establishing minimal performance criterion and standards from the immediately preceding school year that would be required as components of the incentive award program, including but not limited to, the number of teachers at that school site who have applied for and/or received National Board Certification, along with additional criteria to be determined and set by the Superintendent or the Superintendent's designee in consultation with the Council of School Officers.
- 4. Whether the incentive program shall have minimally two award components:
 - a.) Recruitment Incentive: participants must recruit a yet to be determined number of eligible teachers to participate in and complete at least 50% of the National Board Certification program.

b.) Certification Incentive: based on the number of teachers that complete the certification program and attain National Board certification.

THE BOARD AND THE UNION AGREE TO CONTINUE NEGOTIATIONS TO CLARIFY THE DETAILS OF THE PROGRAM, ITS IMPLEMENTATION AND ADOPTION BY THE BOARD FOR SCHOOL YEAR 2007-2008.

F. (1.) Effective for the first pay period on or after October 1, 2004, the School Board may, in its discretion, raise the salary of any employee covered by this Agreement in an amount not to exceed twenty thousand dollars (\$20, 000) per year. Notwithstanding the foregoing sentence, the Board shall not pay any employee covered by this Agreement less than the appropriate amounts designated in the attached Appendices lettered A through P. (2.) For purposes of implementing this Subsection (F), the Superintendent and/or the Superintendent's designee may meet with an employee or applicant to discuss the individual's salary and/or bonus. During such meetings, the Superintendent and/or the Superintendent's designee may also discuss: (a) the Superintendent's goals and expectations of the individual's performance; (b) discipline that may be imposed for

(3.) For purposes of implementing this Subsection (F), the Superintendent agrees to provide the Council with an annual list containing: (i) the name of each employee covered by this Agreement who will be paid a higher base salary as a result of this Subsection (F); and (ii) the amount of such increase. Furthermore, nothing that occurs at the meetings described in this Subsection (F) generally creates an individual employment contract or abridges the Council's role as the sole and exclusive bargaining representative.

failure to meet objectives; and (c) how the individual's performance will be evaluated by

the Superintendent. A representative from the Council may be present at such meetings

at the election of the employee.

- G. 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 XXXV, for any fiscal year in which they have received a pay increase pursuant to the other authority.
- H. All employees covered by this Agreement will advance on the pay scale up to and including the highest step upon receiving a rating of satisfactory for the previous school year.

ARTICLE XXXVI BENEFITS

- A. The parties agree that any provisions of this Agreement which requires 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 Board agrees to provide premiums for the actual cost to the provider for optical and dental benefits as follows:
 - 1. Optical Plan.

FISCAL YEAR 2005. The Board agrees to provide the actual cost, but not to exceed twelve dollars and fifty cents (\$12.50), per month per participating employee as the premium for self and self/family coverage, per participating employee for and optical insurance plan.

FISCAL YEAR 2006. The Board agrees to provide the actual cost, but not to exceed twelve dollars and fifty cents (\$12.50), per month per participating employee as the premium for self and self/family coverage, per participating employee for an optical insurance plan.

FISCAL YEAR 2007. The Board agrees to provide the actual cost, but not to exceed twelve dollars and fifty cents (\$12.50), per month per participating

employee as the premium for self and self/family coverage, per participating employee for an optical insurance plan.

2. Dental Plan.

FISCAL YEAR 2005. The Board agrees to provide the actual cost, but not to exceed twenty-five dollars (\$25.00) per month for single coverage, and forty dollars (\$40.00) per month for self/family coverage, per participating employee for a dental insurance plan.

FISCAL YEAR 2006. The Board agrees to provide the actual cost, but not to exceed twenty-five dollars (\$25.00), per month for single coverage and forty (\$40.00), per month for self/family coverage, per participating employee for a dental insurance plan.

FISCAL YEAR 2007. The Board agrees to provide the actual cost, but not to exceed thirty (\$30.00), per month for single coverage and sixty (\$60.00), per month for self/family coverage, per participating employee for a dental insurance plan.

- B. Upon approval of this Agreement, a Joint Board/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 and optical and dental plan contract, and shall disclose such documentation upon request by the Board. If the Council fails to make sufficient efforts to expand participation, the Board 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 Board/Council Committee.

- D. The bid proposal from the optical and dental plan providers(s) to the Council shall specify all costs for administration for the contract, including payroll costs, and for the direct provision of optical/dental benefits. In addition, the bid proposal shall provide a percentage breakdown of how the Board-paid premium 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 providers(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 Board.
- E. The Board 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 Board 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 Board, 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 Board 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 provider(s).

- The benefit plan providers shall be responsible for identifying to the Board the name of the designated employee for whom the premium is to be paid.
- The Council shall provide the Board quarterly reports for the expenditure of funds provided in the Article.
- J. The benefit provider(s) will supply utilization statistics to the Board and the Council upon request for each year of the contract.
- K. If, during the contract duration, the Board contracts with a carrier that provides equal or better optical and dental service benefits, the Council will participate in such programs.
- L. The Joint Board/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 Board and/or the Council. The Board 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 Board 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.

ARTICLE XXXVII 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.
- Itinerant Officers shall record in the business office at the school or site the time of their departure.

B. Meetings

- 1. The Board agrees to compile a master meeting calendar prior to August 15th of each school year.
- 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 Superintendent or the Superintendent's designee shall work to ensure that all Officers receive information or correspondence necessary in the performance in their duties and responsibilities.

D. Working Conditions for Service Providers and Special Education Coordinators

Officers providing related intervention services or assessment services shall be provided a room conducive to uninterrupted individual testing, interviewing, therapeutic intervention and/or the transaction of business services of a confidential nature. Where a speech suite, a converted area or room that is specifically designated for speech/language therapy and/or hearing therapy services exist, these officers shall be assigned to that designated space on the day(s) they are assigned to that site. However, the absence or unavailability of designated space does not relieve the Officer of the responsibility of full performance of their position duties.

Officers providing intervention and/or assessment services shall be provided accessible and secure space or room with locking file cabinets to ensure confidentiality of records, as well as materials (i.e., test materials, laptops) and personal belongings.

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 Board and the Council agree to continue negotiations to clarify the Board's commitment to ensure that Officers not assigned to local schools (Central Office) will be provided necessary and sufficient office supplies, equipment and therapeutic materials throughout each school year.

ARTICLE XXXVIII PERSONNEL POLICIES AND INCENTIVES

A. Professional Development and Professional Organizations

School Officers shall attend professional conferences with the approval of the Superintendent or the Superintendent's designee. School Officers may have membership in his/her professional organization. Reimbursement of the cost of conference attendance may be available if participation in such conference is deemed by the Superintendent or the Superintendent's designee to be beneficial to the Board.

B. Tuition Reimbursement

The parties agree that upon execution of this Agreement, they will continue negotiations to determine whether a tuition reimbursement program will be offered to Officers. The parties will consider whether duly licensed and/or certified Officers who have attained a performance rating of "meets expectations" or higher and who elect to obtain a master's degree or higher may be reimbursed at the rate of \$200 per credit hour not to exceed \$1800 per school year per officer as

long as the courses are job-related and approved by the Superintendent or his/her designee prior to enrollment in the course(s) and other established criteria.

Additional consideration shall be given to the obligations/commitments Officers should provide to DCPS if they receive tuition reimbursement, including a commitment to work in the District of Columbia Public Schools for a minimum amount of time thereafter and whether failure to meet such commitment should result in an obligation to return the reimbursement prorated to DCPS on an annual basis or be deducted from his/her final paycheck.

C. School Leaders Licensure Test

The parties further agree that upon execution of this Agreement, they will also consult and discuss whether the Board should provide a benefit to Principals and Assistant Principals who have obtained a professional licensure (ISLLC) subsequent to October 1, 2007 of reimbursement for 100% of the cost of the ETS- ISLLC test, not to exceed \$500, upon completion of a reimbursement request and verification of the passing of the test.

D. National Board Certification of Clinical Competency

The parties also agree that upon execution of this Agreement, they will consult and discuss whether the Board will provide a benefit for each Council represented Speech/Language Pathologist who has attained a performance rating of "meets expectations" or higher and who successfully completes the National Board Certification of Clinical Competency/License will be provided a monetary bonus of twenty five hundred dollars (\$2500), effective School Year SY2007/2008.

E. Dual Certification

The parties also agree that upon execution of this Agreement, they will consult and discuss whether the Board will provide a benefit for duly licensed and/or certified Service Providers with an incentive of \$1500 if they have attained an evaluation of "meets expectations" or higher, have responsibility for providing instructional services or

support in reading, math, physics, chemistry, special education or ESL and obtain certification in another of the following areas: reading, math, science, special education or ESL.

F. Declaration of Intent

The parties also agree that upon execution of this Agreement, they will consult and discuss whether the Board will provide a monetary benefit for Principals and Assistant Principals if they submit to DCPS, Department of Human Resources, a completed Declaration of Intent form no later than May 30 of each school year beginning with School Year 2007/2008, if they do not intend to continue employment with DCPS the following school year (due to retirement or terminating employment for personal reasons).

ARTICLE (XXXIX) DURATION OF AGREEMENT

This Agreement shall be effective as of the 1st day of October, 2004 and shall remain in full force until the 30th day of September, 2007. It shall be automatically renewed from year to year thereafter unless either party shall notify the other in writing one hundred and eighty (180) days prior to the anniversary date that is desired 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.

FOR DCPS:

FOR CSO:

Acting Chancellor

District of Columbia Public Schools

Michelle Rhee

President

Council of School Officers, Local #4

Bernard C. Lucas

BOARD OF EDUCATION DISTRICT OF COLUMBIA PUBLIC SCHOOLS School Officers and 12 Month Service Providers

CBU Codes: PAA, PAB Service Codes: K02,K03,K04,K27,K28, K29, A01

Bargaining Unit represented by The Council of School Officers, Local #4 , American Federation of School Administrators, AFL-CIO

Effective: The first full pay period on or after October 1, 2005 Increase: 4.00%

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BOARD OF EDUCATION DISTRICT OF COLUMBIA PUBLIC SCHOOLS Principals and Assistant Principals

CBU Code: PAD Service Codes: K02,K03,K04,K27,K28, K29

Bargaining Unit represented by The Council of School Officers, Local #4, American Federation of School Administrators, AFL-CIO

Effective: The first full pay period on or after October 1, 2005 Increase: 4.00%

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BOARD OF EDUCATION DISTRICT OF COLUMBIA PUBLIC SCHOOLS Principals and Assistant Principals

CBU Code: PAD Service Codes: K02,K03,K04,K27,K28, K29

Bargaining Unit represented by The Council of School Officers, Local #4 , American Federation of School Administrators, AFL-CIO

Effective: The first full pay period on or after October 1, 2006

Increase: 6.00%

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BOARD OF EDUCATION DISTRICT OF COLUMBIA PUBLIC SCHOOLS School Officers and 12 Month Service Providers

CBU Codes: PAA, PAB Service Codes: K02,K03,K04,K27,K28, K29, A01

Bargaining Unit represented by The Council of School Officers, Local #4 , American Federation of School Administrators, AFL-CIO

Effective: The first full pay period on or after October 1, 2006 Increase: 6.00%

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