

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

Effective
October 1, 202 - September 30, 2024

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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 (D.C. Public Schools) is defined as the District of Columbia Public Schools, including all public schools, public charter schools, and public magnet schools, and all employees of the District of Columbia Public Schools, including all public school employees, public charter school employees, and public magnet school employees.

ARTICLE 3 — DUES DEDUCTION

- 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.

- 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

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

- 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 to any employee's standard of conduct, to go forward, may be determined in accordance with the District of Columbia Public Schools' policies and procedures. (a)4 (c)4 (kd)

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

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

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

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

- 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.

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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

- 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

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- 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.

The parties agree that any provision of this Agreement which requires legislative action to

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

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

- 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.
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- 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

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.

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