# **COLLECTIVE BARGAINING AGREEMENT**

# **BETWEEN**

# DISTRICT OF COLUMBIA PUBLIC SCHOOLS

# **AND**

# OFFICE OF STATE SUPERINTENDENT OF EDUCATION

# **AND**

# AMERICAN FEDERATION OF STATE, COUNTY AND MUNICIPAL EMPLOYEES, LOCAL 2921

# **AFL-CIO**

Effective through September 30, 2024

# Table of Contents

ARTICLE I: RECOGNITION: COVERAGE	3
ARTICLE II: DEFINITIONS	3
ARTICLE III: FAIR PRACTICES	4
ARTICLE IV: MANAGEMENT RIGHTS	4
ARTICLE V: DISCIPLINARY AND ADVERSE ACTIONS	4
ARTICLE VI: SENIORITY	6
ARTICLE VII: TRANSFERS AND WORKFORCE CHANGES	7
ARTICLE VIII: SCHEDULES	8
ARTICLE IX: LEAVE	9
ARTICLE X: BULLETIN BOARDS	16
ARTICLE XI: PERSONNEL RULES	17
ARTICLE XII: WORKERS' COMPENSATION BENEFITS	17
ARTICLE XIII: SAFETY AND HEALTH	17
ARTICLE XIV: ADMINISTRATIVE CLOSINGS	18
ARTICLE XV: BREAK PERIODS	18
ARTICLE XVI: LABOR-MANAGEMENT MEETINGS	19
ARTICLE XVII: DUES CHECK-OFF	19
ARTICLE XVIII: GRIEVANCE AND ARBITRATION PROCEDURES	20
ARTICLE XIX: CONTRACTING OUT	26
ARTICLE XX: COMPENSATION	26
ARTICLE XXI: OPTICAL AND DENTAL BENEFITS	
ARTICLE XXII: METRO PASS	29
ARTICLE XXIII: PRE-PAID LEGAL PLAN	29
ARTICLE XXIV: UNION REPRESENTATION	30
ARTICLE XXV: CONFORMITY TO LAW-SAVINGS CLAUSE	32
ARTICLE XXVI: MATTERS NOT COVERED	33

# ARTICLE I: RECOGNITION: COVERAGE

The DCPS recognizes the Union as the sole and exclusive collective bargaining representative for the purpose of collective bargaining for employees covered by Public Employee Relations Board Certification No. 6 R008 and PERB Opinion No. 338 as amended.

# ARTICLE III: FAIR PRACTICES

# **Section A:**

The Agencies agree not to interfere with the rights of the employees to become members of the Union or discriminate against any employee on the basis of members

otherwise applicable regulations, the terms of this agreement shall apply and supersede the regulations.

#### **Section B:**

For the purpose of this Article, discipline shall include the following:

- 1. Verbal Warning
- 2. Written Warning
- 3. Written Reprimand
- 4. Suspension
- 5. Discharge

Corrective Actions: Warnings, written reprimands or suspensions of less than ten (10) days;

Adverse Actions: Suspensions for ten (10) days or more; or a reduction in grade and removal. This includes summary and non-summary actions.

#### **Section C:**

If the Agency has reason to discipline an employee, it shall be done in a manner that will not unnecessarily embarrass the employee.

#### **Section D:**

The Agency shall not discharge an employee without cause. At the time the action is taken, the employee, and the Union will be notified in writing that the employee is subject to discharge.

#### **Section E:**

The Union, an employee, or an employee through his/her Union, shall have the right to take up a suspension or discharge as a grievance before a hearing official and the matter shall be handled in accordance with this procedure.

#### **Section B:** Probationary Period

- 1. An employee shall become permanent upon the completion of twelve (12) months of satisfactory service.
- 2. An employee shall lose seniority only for the following reasons:
  - a. He/she resigns or retires;
  - b. He/she is discharged for cause and the discharge is sustained;
  - c. He/she obtains a leave of absence under false pretenses or engages in employment under such a leave, except for employees who obtain leave of absence or work for the Union.

#### **Section C:** Seniority Lists

Upon request, every twelve (12) months, beginning October 1, 2017, during the term of this Agreement, the Agencies will provide the Union with a list of employees in each of the units including the employee's name, work location, job title, classification and salary grade, date of hire and current salary.

#### ARTICLE VII: TRANSFERS AND WORKFORCE CHANGES

#### **Section A:** Transfers

- 1. The parties agree that employees may not transfer from school to school without written consent of the principal of the receiving school. Otherwise, the parties agree that employees must submit an application for each vacant position and participate in the interview process.
- 2. Employees who voluntarily transfer to another school shall maintain their system-wide seniority upon transfer.

#### **Section B:** Involuntary Transfers

1. DCPS agrees that an employee who is involuntarily transferred shall be given at least ten (10) work days advanceTT0 1 T1 (1)-4-4 (r)-1ays 1 Brb5-(1)-eJ0 Tc day curloyee 1t (k)-4EMC /P &MCIDd 0 Tw

- 3. Involuntary transfers shall not be made for disciplinary reasons.
- 4. An employee who is involuntarily transferred shall carry forward his or her system-wide seniority upon transfer.

# **Section B:** Work Force Changes

The parties agree that an employee's status change is a proper subject for discussion at the regular quarterly Labor-Management Meetings.

#### **Section C:** Overtime

The parties agree that employees will be paid time and one-half (1.5) of their regular hourly rate of pay for all work performed in excess of eight (8) hours in any work day or forty (40) work hours in any work week.

#### **Section D:** Educational Aides

1. Except as provided in Article XX, Section F, the parties agree that Educational Aides

without a break in service. When the employee has served a total of ninety (90) days from the date of the initial appointment, she is entitled to retroactive credit for the leave that was earned during the period from the date of initial appointment to the date of the extension of the appointment.

- 2. Employees earn annual leave with pay, in any calendar year, as follows.
  - a. Full-time employees with less than three (3) years of creditable service shall be credited one hundred four (104) hours or thirteen (13) days of annual leave per year.
  - b. Full-time employees with three (3) or more years but less than fifteen (15) years of creditable service shall be credited one hundred sixty (160) hours or twenty (20) days of annual leave per year.
  - c. Full-time employees with fifteen (15) or more years of creditable service shall be credited two hundred eight (208) hours or twenty-six (26) days of annual leave per year.
- 3. Applications for annual leave shall be submitted by the employee on the appropriate form provided by the Agency, to his/her immediate supervisor. Annual leave must be authorized in advance and before it is started, by the leave approving official. When possible, the Agency's response to a request for annual leave shall be provided to the employee within two (2) business days. When requesting emergency leave, an employee must notify and state the reason(s) to the leave approving official, or her designee, during the first hour of the employee's tour of duty. If the leave request is disapproved, the reason(s) shall be given to the employee in writing.
- 4. Employees should be granted annual leave in all cases of personal emergency, unless the employee was previously placed on leave restriction.
- 5. Except in emergency circumstances and on scheduled professional workdays employees will not be required to report for duty and will receive administrative leave for one-day each during spring and winter break periods.

#### **Section B:** Request for Unscheduled Leave

- 1. Applications for vacations of one (1) week or more shall be submitted at least four (4) weeks in advance of the beginning date of the vacation. Every effort will be made to grant employees leave during the time requested provided that operations shall not suffer. In instances where the operations would suffer by scheduling all requests during a given period of time, a schedule will be worked out with all conflicts being resolved first by conferences with the affected employees and ultimately by the application of seniority.
- 2. Employees are entitled, upon separation, to a lump sum payment for accumulated annual leave. This lump sum payment may not exceed the amount established by law.

#### **Section C:** Sick Leave

- 1. Employees earn thirteen (13) days sick leave a year. Sick Leave shall be credited to employees on the basis of one-half (112) the tour of duty for each full-biweekly pay period.
- 2. Employees are entitled to use accrued sick leave for any legal purpose set forth in the District of Columbia Accrued Sick and Safe Leave Act including for their own or family members' illnesses or medical appointments and for absences associated with domestic violence or sexual abuse.
- 3. Any employee who becomes sick or disabled to the point that he/she is unable to s.EMC(e)P4/MOID)22BD

3.

Consistent with D.C. Code § 1-612.03(p), employees elected to any Union office or selected by the Union (not to exceed three (3)) to do work which takes them from their employment with the

#### **Section H: Childcare and Family Leave**

- 1. Any permanent employee who becomes a parent, and desires to return to the employment of the Agency at a future date, after the birth or adoption of a child, shall be granted a childcare leave of absence, such period of leave not to exceed two (2) years from last day of service. (Note: Childcare leave may be a combination of annual leave, sick leave, or leave without pay.) An employee who becomes pregnant may be permitted to continue in employment until such time as the employee and attending physician conclude that continuation of employment would be injurious to her health.
- 2. Any permanent employee who has experienced or will experience the birth or adoption of a child or the assumption of parental responsibilities for a child or who needs to provide care to a family member with a serious health condition is eligible for to up to eight (8) work weeks of paid family leave. Applications for such leave must be received no later than twelve (12) months following the qualifying event. Applications submitted 12 months after the qualifying event would not entitle the employee to eight (8) weeks of paid family leave.
- 3. The Agency shall comply with D.C. Official Code §§32-1201, et seq. in providing employees with parental leave as described therein.

#### **Section I:** Family & Medical Leave Act

The Agency shall comply with, and provide benefits to, bargaining unit employees as provided in the Federal Family & Medical Leave Act and D.C. Family & Medical Leave Act.

#### **Section J:** Court Duty

- 1. Employees shall be entitled to a leave of absence, with pay consistent with D.C. law, when they are required to report for jury duty or to appear in court as a subpoenaed witness, in their official capacity, or to respond to an official subpoena on behalf of federal, state or municipal governments. The employee shall furnish her/his supervisor with a copy of the summons along with a written request for court duty leave which shall be submitted at least seven (7) days before the dates of Court Duty Leave. Any pay received for services as a witness, shall be handled in accordance with applicable policy or law.
- 2. Employees excused from jury duty for a day, or a substantial portion thereof, shall report to their place of employment and perform the duties assigned for that day or portion thereof.
- 3. Employees shall not be entitled to pay when they appear in court in other than their official capacity except as outlined above.

#### **Section K:** Voting Time

Voting time will be granted in accordance with the provisions of Chapter 12 of the District of Columbia Personnel Manual.

# **Section L:** Civic Duty

Employees requested, by a legislature or public body, to appear before such legislative or public body, shall be granted the use of accrued annual leave upon request.

# Section O: Holiday Pay

1.

The DCPS agrees to continue break periods where they exist and further agrees to, upon request, discuss needs for break periods in work situations with the Union in Labor-Management meetings.

#### ARTICLE XVI: LABOR-MANAGEMENT MEETINGS

#### **Section A:**

The parties recognize the importance of regular communications between themselves. To this end, the Chancellor or the Chancellor's designee(s) and Union representatives, not to exceed five (5) representatives from each of the parties, shall hold regular meetings at least quarterly, during regular working hours, to discuss system-wide policies and problems relating to the implementation of this Agreement. Either party may submit times for discussion. Once a date for a meeting has been mutually agreed upon, agendas will be exchanged between the parties, at least seven (7) work days prior to the meeting. If neither party submits an agenda the meeting shall be considered cancelled by mutual consent.

#### Section B:

Grievances that may be processed through the negotiated grievance procedure, contained in this Agreement, shall not be discussed as agenda items at these meetings.

#### ARTICLE XVII: DUES CHECK-OFF

#### **Section A:**

1. The Agencies shall provide assistance to the Union and Office of Labor Relations and Collective Bargaining to facilitate the deduction of Union dues from the employee's biweekly pay upon an e.(e)4 kly m's y submission ofndased cti (ur)3 (e)qn duesom to thefie

become operative when the Union presents evidence that at least fifty-one percent (51%) of the employees in the bargaining unit are members of the Union.

4. The Union will notify employees in writing of their rights under Chicago Teachers Union v. Hudson, 475 U.S. 292 (1986), and related caes.

#### **Section B: Indemnification**

The Union shall indemnify, defend and otherwise hold the Employer harmless against any all mistakes, claims, demands, omissions, timely deductions made or not made, and other forms of liability, which may arise from the operation of this Article. In any case in which a judgment is entered against the Employer or District as a result of the deduction of dues and/or other fees, the amount held to be improperly deducted from an employee's pay and actually transferred to the Union by the Employer, r(s)-1 (a)4gd(dt)-22 (s)-1 (t)-1 (t) 7(r(s)odU)2 (n(e)4 (dt)-2 (ot)TJ-ee)4 (Ee)5 ((E)1 (ne)4 (dt)-2 (ot)

when their personal testimony is being presented. When hearings are held during school hours, employees required to be present shall be excused with pay for that purpose.

- 7. No recording device shall be utilized either at Step 1 or Step 2 of this procedure. No person shall be present at any of these steps for the purpose of recording the discussion. At Step 3 of this procedure, no recording device, other than that utilized by the Agency's designee, shall be utilized and no person other than the Agency's designee shall be present for the purpose of recording the discussion. In the event the Agency's designee chooses to make a recording at the Step 3 hearing and provides a copy of that recording to the Agency, it shall also provide a free and accurate copy of the recording to the Union.
- 8. In the event a witness is unable to testify in person for a Step 3 hearing or Step 4 arbitration, the Union and the Agency agree that the witness may testify remotely, using available videoconferencing technology. Any technical or procedural disputes that arise with video teleconferencing will be resolved by the Step 3 Hearing Officer or by the Arbitrator, respectively.

#### Section B: Definition

- 1. A grievance is defined as an unsettled complaint filed by a member or the Union 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. The grievance procedure shall not be available to probationary employees seeking to challenge their termination during their probationary period.

#### **Section C:** Presentation of Grievances

This procedure is designed to enable the parties to settle grievances at the lowest possible administrative level at which the grievance may be resolved.

#### **Section D:** Categories of Grievance

- 1. Personal. A grievance of a personal nature requires the signature of the aggrieved employee at Step 2 of this procedure, even if the grievant is represented by his/her Union. In the case of an individual grievant proceeding without Union representation, the Union must be given an opportunity to be present and to offer its views at any meeting held to adjust the grievance.
- 2. Group. A grievance that involves a number of employees in the bargaining unit, and that may be filed at whatever step a resolution is possible.

3. Class. A grievance that involves all the employees in the bargaining unit, and that filed and signed by the Union President or designee directly at Step 3 of this procedure. Grievances so filed will be processed only if the issue raised is common to all unit employees. A class grievance must contain all information specified in Section E, Step 2 of this procedure. The Chancellor or Agency Director or his or her designee shall respond in writing within ten (10) work days of receipt.

#### **SECTION E: Who May Grieve**

Either an employee or the Union may raise a grievance, and if raised by an employee, the Union may associate itself therewith at any time if the employee so desires. Whenever the Union shall raise or be associated with a grievance under this procedure, such a grievance shall become the Union's grievance with the Employer. If raised by the Union, an employee may not thereafter raise the grievance himself or herself; and if raised by the employee, he/she may not thereafter cause the Union to raise the same grievance independently. Only the Union has the authority to appeal a grievance to arbitration.

#### **Section F:** Procedural Steps

**Step 1:** The aggrieved employee (with or without his/her Union representative) and/or the Union shall in writing present and discuss the grievance with the employee's immediate supervisor, within ten (10) work days of the occurrence of the event giving rise to the grievance, or the date the occurrence or event becomes known to the employee or Union.

The immediate supervisor is to make a decision on the grievance and communicate the decision to the employee or to the Union, or to the representative in writing, within five (5) work days from the presentation of the grievance. If the supervisor fails to respond within five (5) work days or the employee or Union is dissatisfied with the response, the Union or the employee may advance the grievance to Step 2.

**Step 2:** Within ten (10) work days of the deadline for the supervisor to respond at Step 1, if the grievance is not resolved to the grievant's satisfaction or the supervisor has not responded, the grievant or Council shall submit a signed written grievance to Labor Management and Employee Relations (LMER) or the Agency's equivalent Department of Human Resources. This specific Step 2 grievance shall be the sole and exclusive basis for all subsequent steps. The grievance at this step and every further step shall contain:

within those counties) or Maryland (Montgomery or Prince Georges Counties, or wholly incorporated municipalities within those counties). When either party requests a panel, the FMCS or AAA shall be provided with the name and address of the Office of Labor Relations and Collective Bargaining as the representative of the Employer. The party requesting arbitration shall be required to bear the fees associated with the panel request and any administrative fees. After an arbitrator has been chosen in accordance with Section G1(b) below, the parties will return the form with the selected arbitrator noted to FMCS or AAA.

b. The parties agree to participate in the selection of an arbitrator. Upon receipt of the FMCS panel, the parties will confer within 10 days (unless mutually extended) to select one (1) of the names on the list. Each party will alternately strike a name from the panel until one (1) remains. The privilege of first strike shall be determined by a coin toss or other mutually agreeable random method.

#### **Section H: Arbitrations Generally**

- 1. Unless the parties mutually agree to consolidate related cases for purposes of a hearing, the arbitrator shall hear and decide only one (1) grievance at each hearing.
- 2. The arbitration hearing shall be informal, and the rules of evidence shall not strictly apply.
- 3. The hearing shall not be open to the public.
- 4. Witnesses shall be sequestered upon request of either party.
- 5. Either party has the right to an official record of the hearing, or has a verbatim stenographic record made at its own expense. The expense for the stenographic record may be shared by mutual agreement.
- 6. The arbitrator's award shall be in writing and shall set forth the arbitrator's finding, reasoning and conclusion within thirty (30) work days after the conclusion of the hearing, or within thirty (30) work days after the arbitrator receives the parties' briefs, if any, whichever is later.
- 7. Once an arbitrator has been selected, either party may provide a copy of the Grievance Article highlighting the provisions requiring the arbitrator to render his/her decision within thirty (30) days after the conclusion of the hearing or within thirty (30) days after the arbitrator receives the briefs, if filed, whichever is later, and requests that the arbitrator confirm in writing that he or she will be able to render a decision within thirty (30) days after the stated events, as required by the parties Agreement. If the arbitrator selected cannot confirm that he/she will be able to render a decision within thirty (30) days or within a reasonable time thereafter, the parties may mutually agree to select a different arbitrator.

8.

The parties agree that a process of grievance mediation may facilitate satisfactory solutions of grievances prior to arbitration. Therefore, on an experimental basis and when mutually agreed to by the parties, a mediator may be selected and utilized to facilitate settlements.

- a. The mediator may not impose a settlement on the parties, and any settlement reached will not be precedential unless otherwise agreed to by the parties on a case-by-case basis.
- b. Grievances may be combined for the purposes of mediation upon mutual agreement by the parties.

#### Section C: Fiscal Year 2024

Effective the first day of the first full pay period beginning on or after October 1, 2023, the salary schedule for all employees will be adjusted by five percent (5%)..

#### **Section D:** Retention Bonus

All employees who are actively on the payroll (i.e., in a pay status) on October 1, 2022 and who worked continuously between March 15, 2020 and through the conclusion of the 2021-2022 school year shall be paid a one-time bonus of One Thousand Five Hundred Dollars (\$1,500.00).

#### Section E: Substitute Program Stipend

DCPS agrees to make permanent the Substitute Pilot Program stipend for Educational Aides in the amount of Three Thousand Dollars (\$3,000.00) to those who volunteer to assist with class coverage where there is no ET-15 available for class coverage. Members who qualify for this program will receive a maximum payment of One Thousand Five Hundred Dollars (\$1,500.00) per semester at the conclusion of each semester that they provide qualifying coverage.

**Section F:** Effective the first full pay period following June 1, 2023, all bargaining unit employees shall work 40 hours per week (full-time) for ten (10) months and receive year round-benefits.

#### ARTICLE XXI: OPTICAL AND DENTAL BENEFITS

#### Section A:

- 1. The parties agree that any provision of this Agreement requiring legislative action to permit its implementation by enactment of law or by providing the additional funds in the annual operating budget therefore, shall not become effective until the appropriate body has given approval and provided the additional funds. Upon provision of such additional funds the following optical and dental benefits shall be provided:
- a. **Optical Plan**: Effective the first pay period beginning after final approval of this Agreement, and for the remainder of the period that this Agreement remains in effect, DCPS agrees to provide the following amount for an optical insurance plan to be contracted for by the Union and approved by the joint DCPS-Union committee:
  - \$156.00 per year \$6.00 bi-weekly, per participating employee, as the premium for self-coverage.

recommend methods to increase utilization. The committee shall be composed of two (2) representatives from the Union and two (2) DCPS representatives.

i. The plan providers shall be required to respond to reasonable requests for information submitted by the Union and/or DCPS. The Union and the DCPS shall have the right to

0.062 Tw 1.71 [(ART (5a)) ( D)CL (16 (5a)nXX) ( D)C (2.0 C O T P4 (r)FL)(36)) (2.0 C O T P4 (r)FL)(36) (2.0 C O T P4 (r)FL)(36)) (2.0 C O T P4 (r)FL)(36) (36) (37 C O T P4 (r)FL)(36) (37 C O T

#### **Section D:**

To be selected for a contract under this Article, the benefit provider must maintain an office in the District of Columbia; be incorporated in the District and pay a franchise tax and other applicable taxes; have service providers in the District; and maintain a District bank account.

#### **Section E:**

DCPS' responsibility under the terms of this Article shall be as outlined in Section C of this Article and to make premium payments as is required under Section A of this Article. To the extent that any disputes or inquiries are made by the legal services provider chosen by the Union, those inquiries shall be made exclusively to the Union. DCPS shall only be required to communicate with the Union to resolve any disputes that may arise in the administration of this Article.

#### ARTICLE XXIV: UNION REPRESENTATION

#### **Section A: Designation of Representatives:**

- 1. The Union shall provide Management in writing with a complete list of all Union Officers and Stewards. It shall be the responsibility of the Union to notify Management of any changes in the roster of Union Officers and Stewards.
- 2. Changes to the list of Union Officers and Stewards normally will be submitted to the Agency's Labor Management and Employee Relations or Labor Liaison or other designated management official at least two (2) workdays prior to the assumption of representational responsibilities by any new officers or stewards. If a union official/representative is not on the list of designated representatives and is needed prior to the Union providing Management with the required two (2) days' notice, the Union President shall notify the Agency head or his/her designee by phone or facsimile before the official will be recognized, absent exigent circumstances. The Agency will not recognize any official/representative who is not listed as required or for whom notification was not provided in accordance with this Section.

#### **Section B:** Advance Notice Required When Requesting Official Time

- 1. Representatives of the Union will be granted reasonable amounts of official time to carry out their representational duties in accordance with the provisions of this Article.
- 2. Official time for pre-scheduled activities for all Union representatives and officers must be requested in advance as soon as is feasible and must be approved in advance consistent with workload requirements except when exceptional circumstances do not allow for advance approval. Absent emergency circumstances, no more than one Union representative shall be released on official time from the same location at the same time. The parties agree that requests

to provide

National or District Council 20 Representative(s), reasonable adv

#### **Section A:**

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

#### **Section B:**

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

#### **Section C:**

The terms of this contract supersede any District of Columbia Municipal Regulations (DCMR), or departmental rules concerning any subject covered herein.

#### ARTICLE XXVI: MATTERS NOT COVERED

#### **Section A:** Agreement Supersedes Past Practices

This Agreement terminates and supersedes all past practices, agreements, procedures, traditions and rules or regulations concerning matters herein.

#### **Section B:** Entire Agreement

The Agreement represents the complete collective bargaining and full agreement by the parties in respect to rates of pay, wages, hours of employment or other conditions of employment which shall prevail during the term hereof and any matters or subjects not herein covered have been satisfactorily adjusted, compromised or waived by the parties for the life of this agreement.

#### **Section C:** Changes or Amendments

- 1. The parties agree that neither shall be obligated to meet and negotiate with respect to any subject or matter whether referred to herein or not. Even though the subject or matter may not have been in the contemplation or knowledge of either or both of the parties at the time they negotiated or signed this Agreement. The terms and conditions of this Agreement may be altered, changed, added to, deleted from, or modified only through the voluntarily mutual intent of the parties in a written amendment executed in the same manner as this Agreement.
- 2. DCPS and Union acknowledge that during the negotiations which resulted in this Agreement each had the unlimited right and opportunity to make demands and submit proposals with respect to any subject or matter not prohibited by law from the area of

collective bargaining, and that all of the agreements arrived at by the parties after the exercise of that right and opportunity are set forth in this Agreement.

#### ARTICLE XXVII: DURATION AND FINALITY OF AGREEMENT

#### **Section A:**

This Agreement shall be implemented as provided herein subject to the requirements of section 1715 of the Comprehensive Merit Personnel Act (CMPA) (Section 1-617, D.C. Code, 2016 Repl.). This Agreement shall become effective as of the date of District of Columbia City Council approval. If certain provisions are found to be contrary to applicable law, the parties shall meet within thirty (30) days to negotiate legally-constituted replacement article(s) for the offensive provision(s). The Agreement shall remain in full force and effect during the period of negotiations and until a new contract takes effect.

#### **Section B:**

The parties acknowledge that this agreement represents the result of negotiations during which both parties had the unlimited right and opportunity to make demands and proposals with respect to any mandatory negotiable subject matter.

#### **Section C:**

It is agreed that any request by either party for further negotiations due to changes in legislation, rules or regulations affecting any Article in this agreement shall be for the purpose of amending, modifying or supplementing provisions agreed to and included in this Agreement. If all parties mutually agree in writing during the term(s) of the Agreement that modification of the Agreement is necessary, they may modify it.

#### **Section D:**

All terms and conditions of employment not covered by the terms of this Agreement shall

Dr. Lewis Ferebee, Chancellor DC Public Schools	Wayne L. Enoch, Executive Director AFSCME District Council 20
Christina Grant, Superintendent, Office of the State Superintendent of Education	
E. Lindsey Maxwell II, Esq., Dir. OLRCB	
Michael Kentoff, Supervisory Attorney Advisor, OLRCB	

### **APPROVAL**

This Compensation Collectiv	ve Bargaining Agreement between the District of	Columbia
Public Schools and American	n Federation of State, County and Municipal Em	ployees, Local
2921, dated	, 2023 has been reviewed in accordance with	Section 1715(a)
of the District of Columbia C	Comprehensive Merit Personnel Act of 1978, (Se	ction 1-
617.15(a), D.C. Official Code	e 2016 Repl.), and is hereby approved this	day of
, 20		