

J. P. L.  
November 22, 2022  
27  
11/22/2022

**DCPS Last Best & Final Offer  
Grievance and Arbitration - Article 6  
Proposal 11/10/2022**

**ARTICLE 6 - GRIEVANCE AND ARBITRATION**

**6.1 Statement of Principle**

6.1.1 It shall be a guiding principle of this procedure that the parties shall make every reasonable effort to resolve any dispute between them by mutual agreement. The parties also agree that if a grievance is filed, the parties shall make every reasonable effort to resolve the grievance by agreement at the lowest possible step of the grievance procedure. Further, the parties agree to utilize those methods already contained in the CBA, such as the SCAC and the LSRT, to facilitate resolving disputes by mutual Agreement. Finally, the parties expect that good faith observance, by their respective representatives, of the principles and procedures set forth herein will result in the settlement or withdrawal of substantially all grievances initiated hereunder at the lowest possible step, and recognize their obligation to achieve that end.

**6.2 Definition**

6.2.1 A grievance is a complaint involving a work situation or a complaint that there has been a deviation from, misinterpretation of, or misapplication of a practice or policy; or a complaint that there has been a violation, misinterpretation, or misapplication of any provision of this Agreement.

**6.3. Procedure**

6.3.1 Either an employee or the WTU may raise a grievance, and, if raised by the employee, the WTU may associate itself with the grievance at any time except as otherwise provided. If raised by the WTU, the employee may not thereafter raise the grievance himself, and if raised by the employee, he may not thereafter cause the WTU to raise the same grievance independently. Any grievance raised by the WTU on behalf of an employee must identify the employee. The WTU may not process a grievance on behalf of an employee without that employee's consent.

**6.4 Grievances shall be resolved as follows:**

**6.4.1 STEP 1: Three stage mediation process**

**6.4.1.1 Stage 1**

6.4.1.1.1 Any Teacher who wishes to raise a grievance must do so in writing within fourteen (14) school days of the date the Teacher or the WTU first learned of its cause. The grievance shall be submitted in writing on a form developed by the WTU. The form shall include:

6.4.1.1.1.1 The name(s) of the employee(s) involved;

6.4.1.1.1.2 A brief statement of the facts giving rise to the grievance;

6.4.1.1.1.3 Where appropriate, a reference to the provision(s) of the Agreement alleged to be violated; and

6.4.1.1.1.4 The relief requested.

6.4.1.1.2 Within five school days after receipt thereof, the principal and the Teacher should meet to resolve the dispute informally and expeditiously. At the Teacher's option there may be present at such discussion a representative of the WTU or any other school employee, or outside representative selected by the aggrieved employee who is not an officer, agent or representative of another Teacher organization. At the immediate Supervisor's option, there may be present at such meeting additional employees of the school system selected by the immediate Supervisor. Prior to the discussion the Teacher or the WTU shall identify the discussion as Step 1, Stage 1 of this grievance procedure. If the matter in dispute is not settled during the Step 1, Stage 1 discussion, immediately prior to the termination of the Step 1, Stage 1 discussion, the Teacher or the WTU shall execute a duplicate form provided by the WTU showing the date, time, place, persons involved in the discussion, a written statement of the grievance discussed, and the relief requested. The form shall be signed by the employee and the immediate Supervisor.

6.4.1.1.3 If the parties reach no resolution of the grievance by the end of the Step 1, Stage 1 discussion, the grievance shall automatically move to Step 1, Stage 2 of this grievance procedure. In addition, if no Step 1, Stage 1 meeting occurs within five school days after the grievance is first raised, that grievance shall automatically move to Step 1, Stage 2 of this grievance procedure.

#### 6.4.1.2 Stage 2

6.4.1.2.1 Within ten school days after the grievance reaches Step 1, Stage 2 of this grievance procedure, the Teacher and/or WTU shall meet with the Instructional Superintendent in an effort to resolve the grievance. If the parties reach no resolution of the grievance by the end of the Step 1, Stage 2 meeting, the grievance shall automatically move to Step 1, Stage 3 of this grievance procedure. In addition, if no Step 1, Stage 2 meeting occurs within ten school days after the grievance first reaches Step 1, Stage 2 of this grievance procedure, the grievance shall automatically move to Step 1, Stage 3 of this grievance procedure.

#### 6.4.1.3 Stage 3

6.4.1.3.1 Within fourteen (14) school days after the grievance reaches Step 1, Stage 3 of this grievance procedure, the Teacher and/or the WTU shall schedule a meeting in the shared grievance scheduler with a representative of DCPS' Office of Labor Management and Employee Relations (LMER) in an effort to resolve the grievance. If the grievance scheduler does not have available dates, the fourteen (14) school day period will not begin to run until the WTU is given written notice of the availability of new dates. Notwithstanding the foregoing, the requirement of the shared grievance scheduler

will not apply to all outstanding grievances at the time of ratification and grievances filed within less than 90 days following ratification.

6.4.1.3.1.1 If DCPS does not respond to Step 1 Stage 3 grievances within thirty (30) school days of a grievance meeting, then WTU may move the matter to the next step within thirty (30) school days of DCPS's failure to respond in time.

6.4.1.3.2 If the parties reach no resolution of the grievance by the end of the Step 1, Stage 3 meeting, the parties may mutually agree to submit the grievance to voluntary mediation in accordance with the then current Rules/Guidelines of the Federal Mediation and Conciliation Service ("FMCS"). The parties shall establish the timelines for completion of this mediation. If the grievance is not resolved through the voluntary mediation process with the agreed upon timeline, the WTU shall have the right to move to Step 2 of the grievance process, within 10 school days.

#### 6.4.2 STEP 2

6.4.2.1 If the matter is not resolved at Step 1, the grievance shall advance to Step 2.

6.4.2.2 The Chancellor, or his/her designee, and those he/she may further name, shall meet with the representatives of the WTU, and with the persons referred to in Step I, on a date mutually agreed upon by DCPS and WTU, and the Chancellor or designee shall render a decision, in writing, within ten days of such meeting. This meeting shall take the form of a hearing, before a neutral hearing officer during the course of which all parties are afforded the opportunity to present evidence, witnesses, and arguments in support of their respective position(s). The hearing officers shall submit his/her decision to the parties and the decision is binding absent a request for arbitration by either party. As the Parties acknowledge the mutual benefits of a Step 2 hearing decision for both DCPS and WTU, DCPS shall make every effort to ensure hearings are scheduled and held within 30 school days.

#### 6.4.3 STEP 3

6.4.3.1 If either party is dissatisfied with the decision rendered at Step 2 or a Step 2 hearing is not scheduled or held within 30 school days of the grievance being moved to that level, it may invoke arbitration of the grievance by filing notice with the American Arbitration Association within thirty (30) school days after its receipt of the Step 2 decision. Simultaneously, notice shall be sent to the Chancellor of DCPS, and the Office of Labor Management and Employee Relations.

6.4.3.2 The question in dispute, jointly stipulated to if possible, shall be referred to an arbitrator selected by the Parties, or to an arbitrator selected by the Parties from a panel provided by the American Arbitration Association.

6.4.3.3 The arbitrator shall hear and decide only one grievance in each case. S/he shall not be bound by formal rules of evidence. S/he shall be bound by and must comply with all the terms of this Agreement. S/he shall have no power to delete or modify in any way any of the provisions of this Agreement. S/he shall have the power to make appropriate awards. The arbitrator shall render his/her decision in writing, setting forth the arbitrator's opinion and conclusions on the issues submitted within thirty (30) days after the conclusion of the hearing. The decision of the arbitrator shall be final and binding upon DCPS, WTU and all Teachers.

6.4.3.4 No provision of this Agreement, which is a matter of policy, shall be subject to arbitration.

6.4.3.5 Fees and expenses of the arbitrator shall be borne by the non- prevailing party.

6.4.3.6 No individual employee may invoke arbitration.

6.4.3.7 When a grievance is raised and involves a matter of general application, the initial step shall be Step 2.

## 6.5 General

6.5.1 No matter shall be entertained as a grievance at any step , unless it has been raised with the other party within fourteen (14) school days after the Teacher or the WTU first learned of its cause.

6.5.2 All time limits set forth in this Article may be extended by mutual agreement, but if not extended, must be strictly observed.

6.5.3 If a Teacher or the WTU fails to file a grievance within the time limits specified in these procedures, and DCPS does not object within five (5) school days after receipt of the grievance, its right to object to the late filing is waived. However in no case may a grievance be filed more than thirty (30) school days after the Teacher or the WTU learned of the event giving rise to it. If the matter in dispute is not resolved within the period provided for any step, the next step may be invoked.

6.5.4 Once a grievance has been filed, it may not be altered, except that the Grievant may delete items from the grievance.

6.5.5 If the WTU is not a party to Steps 1 or 2 of this Article, then the disposition of the dispute shall not be a precedent with respect to it.

6.5.6 No hearing shall be open to the public unless all parties agree.

6.5.7 The fact that a grievance is filed by an employee, regardless of its disposition, shall not be recorded in the employee's personnel file, any file or record used in the promotion process, for any recommendation for job placement; nor shall an employee



be placed in jeopardy or be subject to reprisal for having pursued this grievance procedure.

- 6.5.8 Any hearing provided for in this Article shall be conducted at a time and place which will afford a fair and reasonable opportunity for all persons, including witnesses, required to attend. Witnesses shall be present in the hearing only when their testimony is presented. When hearings are held during school hours, employees required to be present shall be excused with pay for that purpose.
- 6.5.9 The Parties to this collective bargaining agreement agree that either Party may present witness testimony using video conferencing technology at Step 2 and/or arbitration Hearing that are not related to a Teacher's suspension or dismissal. Arbitrations related to a Teacher's suspension or dismissal require written mutual consent for the use of video conferencing technology. Notwithstanding the foregoing, mutual written consent for video testimony will continue to be required to all outstanding grievances at the time of ratification and grievances filed within less than 90 days following ratification.
- 6.5.10 DCPS and the WTU shall have the right, at their own expense, to legal and/or stenographic assistance at Step 3.
- 6.5.11 Employees and the WTU shall follow the procedures in this Article regarding any grievance.
- 6.5.12 No recording device shall be used at Step 1, 2, or 3 of this procedure. No person shall be present at any of these steps for the purpose of recording the discussion.
- 6.5.13 At Step 3, there shall be a single chief spokesperson on each side, provided that this shall not preclude any participant at Step 3 from speaking.
- 6.5.14 DCPS shall comply with grievance settlements and arbitration awards within 60 days of the effective date of the completion of the settlement or receipt of the arbitrator's award and submission of all necessary paperwork submitted by the employee.
- 6.5.15 The Parties shall conduct joint training for all Teachers and Supervisors on the content of this Agreement and conflict resolution. This training shall be conducted as a part of the ongoing professional development program by the Director of Human Resources or his/her designee, the General Counsel of DCPS or his/her designee(s) and the President of the WTU or his/her designee(s). The joint training shall be conducted once each year, within the first three months of the School Year under the auspices of the FEP.
- 6.5.16 At the discretion of the WTU, any grievance concerning discipline, and/or discharge (including discharges that are evaluation related to violations of the evaluation process), may be initiated at Step 2 of this grievance procedure.

## 6.6 Joint Grievance Committee

6.6.1 The parties shall establish a joint grievance committee to meet once monthly to accomplish the following:

6.6.1.1 Monitor and track the status of grievances at Step 1 and 2.

6.6.1.2 Collect and analyze data regarding the frequency and location of particular grievances and report to the FEP Committee.

6.6.1.3 The Joint Grievance Committee shall have the discretion to intervene in schools where the data indicates that the most grievances are filed.

6.6.1.4 This committee shall operate under the auspices of the FEP.

**DCPS Last Best & Final Offer  
Discipline Procedure (Article 7)  
Proposal 11/10/2022**

*J.P.L.  
November 22, 2022  
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**ARTICLE 7 - DISCIPLINE PROCEDURE**

- 7.1 The intent of this Article is to establish a process for progressive discipline, which may lead to a written reprimand, a suspension, or a disciplinary discharge.
- 7.2 In the administration of this Article, the primary principle shall be that discipline shall be corrective in nature rather than punitive.
- 7.3 The standard for disciplining permanent employees shall be just cause. The standard for disciplining probationary employees shall be not arbitrary or capricious, as opposed to at will.
- 7.4 Disciplinary actions shall be subject to the grievance and arbitration process provided for in this Agreement.
- 7.5 Discussion
  - 7.5.1 For minor offenses, management has a responsibility to discuss such matters with the employee. Such discussions are not considered discipline and are not subject to the grievance procedure. Such discussions shall not be noted in the employee's Official Personnel File, and may not be cited as an element of prior adverse record in any subsequent disciplinary action against the employee.
- 7.6 Written Reprimands
  - 7.6.1 A written reprimand is a disciplinary notice in writing, identified as an official disciplinary written reprimand, which shall include an explanation of a deficiency or misconduct to be corrected.
  - 7.6.2 A written reprimand based upon an act or omission by the Teacher shall be placed in the personnel file within a reasonable period of time following the incident, provided that the Teacher has had an opportunity to review the materials and to comment thereon.
  - 7.6.3 A reasonable period of time following the incident shall be for the purpose of investigating the incident, but shall not exceed five (5) days, unless there is written mutual Agreement to extend the period.
  - 7.6.4 If the Administrator concludes that there is no basis for the allegations, no reprimand will be placed in the file.

- 7.6.5 If the Administrator concludes that there is a basis for the allegation, the reprimand shall be placed in the personnel file after the Teacher has been provided a copy. Should the Teacher disagree with the contents of the material, the Teacher shall have the right to answer such material, and the answer shall be filed with the reprimand in the Teacher's personnel file.
- 7.6.6 A Teacher has the right, upon request, to have a WTU representative present during an investigatory meeting with the Administrator.
- 7.6.7 If a reprimand is placed in a Teacher's official personnel file contrary to the procedures described above, that reprimand shall be immediately removed from the Teacher's official personnel file.
- 7.7 Procedures for Written Reprimands:
  - 7.7.1 The steps set forth below will be followed with respect to WTU Teachers whose performance or conduct warrants a written reprimand by his/her Supervisor. Reasons for a letter of reprimand include, but are not limited to, unsatisfactory performance, unprofessional conduct, and persistent violation of or refusal to obey the school laws of the District of Columbia or reasonable regulations prescribed by DCPS of Education.
  - 7.7.2 Verbal warning (oral only, not provided in writing);
  - 7.7.3 Written warning (maintained in unit Teacher's site or program personnel file);
  - 7.7.4 Letter of Reprimand (maintained in unit Teacher's district personnel file).
  - 7.7.5 The Supervisor shall have the discretion to determine the number of verbal and written warnings prior to issuing a written reprimand.
  - 7.7.6 In cases of egregious conduct, the Supervisor may issue a letter of reprimand without previously having issued either a verbal or written warning.
  - 7.7.7 A written reprimand based upon an act or omission by the Teacher shall be placed in the personnel file within a reasonable period of time following the incident, provided that the Teacher has had the opportunity to review the materials and to comment thereon.
- 7.8 Suspensions or Disciplinary Discharge
  - 7.8.1 In the case of suspensions or disciplinary discharges, the official taking the action shall provide the employee with advance written notice of the charge[s], which shall include a specific statement of the evidence supporting such charge[s], no later than ten (10) school days prior to the effective date of the discipline. At the option of DCPS, an employee shall either remain on the job or in pay status for the entire ten (10) day period.



7.8.2 Within five (5) school days of the receipt of the notice, the WTU and/or employee has the right to review all documents related to the charges, meet with representatives from the Office of the Chancellor before implementation of the proposed suspension or disciplinary discharge, and to provide a written reply along with supporting documents against the charges. The decision shall go into effect as stated unless upon consideration of all relevant facts by the official taking the action, the action is to be modified, at which time the employee and the WTU shall be so notified in writing of the modification. The disciplinary action or disciplinary discharge shall not take effect until the requirements of this article are satisfied. All suspensions shall be administered in a manner which causes the Teacher to lose no more pay than the actual days of suspension.

7.8.3

7 The initiation of the disciplinary action shall be taken no later than forty-five (45) school days after the Supervisor's knowledge of the alleged infraction. In cases requiring an investigation, any investigation conducted by or on behalf of DCPS into the alleged infraction shall be completed, with any investigation report provided to the employee involved and to the WTU within fifty-five (55) calendar days after the Supervisor's knowledge of the alleged infraction. This time limit may be extended by mutual consent, but if not so extended, must be strictly adhered to. In instances where an external agency has become involved, this timeframe shall be tolled for a period of not more than sixty-five (65) days. Should the external agency fail to complete its investigation within 65 days, DCPS will commence and complete its investigation within the timelines outlined above.

7.8.4 In cases where retaining the employee on duty may be injurious to the employee, students, or to others, the employee may be placed immediately on administrative leave pending further administrative action.

7.8.5 Teachers may not be suspended on non-school days.

## 7.9 Disciplinary Conferences

Any Teacher has the right, upon request, to be represented at any disciplinary conference. The Teacher shall be notified in advance of said administrative conference. A WTU representative may accompany the Teacher to said conference and may speak on behalf of the Teacher upon the Teacher's request.

## 7.10 Allegations of Corporal Punishment

As soon as a Supervisor becomes aware of an allegation of corporal punishment, the Supervisor shall immediately notify the affected Teacher and the WTU Building Representative that an allegation of corporal punishment has been made. Additionally, within two school days of the Supervisor's knowledge of an allegation, the Supervisor shall provide the Teacher and WTU with written notification that an allegation of corporal punishment has been made against the Teacher. Prior to any investigatory meeting, interview, or discussion with DCPS, the Supervisor shall inform the Teacher of his or her right to be accompanied by a WTU representative. In circumstances where allegations of corporal punishment are reported to the Principal, prior to notifying security or the police, the Supervisor shall give the Teacher the option of reporting to the police precinct, accompanied by a WTU Field Representative if desired, to discuss the allegation with the proper law enforcement authorities.

#### 7.11 Professional Courtesy

7.11.1 As appropriate protocol, and when possible, all differences of an interpersonal nature should be worked out between an informal conference between the Teacher and the Administrator. When interpersonal differences occur, the parties recognize that it is inappropriate to criticize each other in the presence of others.

#### 7.12 Complaints

7.12.1 When a Teacher becomes the subject of a complaint, the following processes should be adhered to:

- 7.12.1.1 Every effort should be made to resolve the complaint at the earliest possible stage. Whenever possible, the complaint concerning the Teacher should be made directly by the complainant to the Teacher against whom the complaint is made.
- 7.12.1.2 If the complainant is unable or unwilling to resolve the complaint directly with the Teacher involved, he/she may submit a written complaint to the Teacher's Supervisor.
- 7.12.1.3 Upon receipt of a written complaint, a copy shall be provided to a Teacher within seventy-two (72) hours. During school vacation periods, such copy shall be sent Certified Mail, Return Receipt Requested. After receipt of the copy, a Teacher shall have up to five (5) days to prepare his/her response.

7.12.2 The written complaint must include:

- 7.12.2.1 The name of each of the parties involved;
- 7.12.2.2 A brief but specific summary of the complaint and the facts surrounding it; and
- 7.12.2.3 A specific description of any prior attempts to discuss the complaint with the Teacher.

- 7.12.3 Areas of concern regarding the complaint shall be discussed with the Teacher in private. All matters relating to a complaint are to be kept confidential.
- 7.12.4 Documents, communications, and records dealing with the complaint shall be placed in the Teacher's personnel file. When a complaint is unfounded and unsubstantiated, all related documents and records will be returned to the Teacher within five working days.
- 7.12.5 The investigation and resolution of all complaints shall be completed within fifteen (15) calendar days, unless the time is extended by mutual written consent of the parties.
- 7.12.6 The Administrator investigating the complaint shall proceed in an impartial manner and shall objectively weigh all facts of the complaint prior to reaching a conclusion.
- 7.12.7 The complaint process outlined in this section is not applicable to DCMR, Title 5, Chapter 14, and "ADVERSE ACTIONS". Nor is it applicable in cases of sexual harassment or physical/sexual abuse of a student.



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**A. Morning Blocks (Article 23.8)**

**“23.8 Thirty-Minute Morning Block**

23.8.1 The Thirty-Minute Morning Block shall be defined as the period from 8:10 AM until 8:40 AM for all DCPS schools that operate under a traditional instructional schedule (8:45 AM to 3:15 PM).

23.8.2 The Thirty-Minute Morning Block shall be defined as the thirty (30) minutes prior to a five-minute period before the start of the school day for students for all DCPS schools that operate under a non-traditional instructional schedule (anything other than 8:45 AM to 3:15 PM).

23.8.3 Each School shall establish a Morning Block Team (MBT), which shall consist of the Supervisor (or her/his designee), the Building Representative (or her/his designee), the Instructional Coach, all department and grade level chairs, and other Teachers as designated by the Supervisor or the Building Representative.

23.8.4 Morning Blocks that are not reserved for Teacher-initiated individual or collaborative planning will be principal-led. The MBT shall develop a Morning Block plan and a monthly calendar for the principal-led Morning Block that shall be provided to all Teachers. The Morning Block plan shall include schedules, procedures, and substantive details, and developed with faculty input.

23.8.5 Two of the Morning Blocks each week are reserved for Teacher-initiated planning. All Teacher-initiated Morning Blocks shall be consistent with the requirements of a School's restructuring program, intervention model, or instructional strategy. The Morning Blocks shall be used only for the following purposes:

**23.8.5.1 Collaborative planning among Teachers, which may include:**

- Analysis of student data;
- Sharing of best practices;
- Implementation of the DCPS standards-based curricula;
- Alignment of instruction with assessments; and
- Discussion of educational issues.

**23.8.5.2 Individual Teacher planning, which may include:**

- Lesson preparation;
- Instructional material development;
- Providing student feedback;
- Recordkeeping; and
- Professional development



23.8.6 If a Supervisor causes a Teacher to lose a Morning Block, the Teacher shall receive compensation for the additional workload using Administrative Premium.

23.8.7 The Parties agree to provide training on collaborative planning to Teachers and Supervisors.”

**B.**

**Instructional Technology (25.6)**

25.8 No Teacher shall receive discipline or endure intimidation of any kind because, through no fault of the Teacher, the technology (including, but not limited to, computers, software, hardware, printers, copiers) necessary to perform his/her duties is not available when needed by the Teacher.”

**C. Case managers should receive “Key Duties” stipend (Article 36.2.4)**

“36.2.4 For the 2022-2023 and 2023-2024 school years, WTU bargaining unit members taking on the following key duties will receive an annual stipend of \$ \$1,500.

36.2.4.1 Special Education Designees, LEA Representatives, and Case Managers: manage specialized duties related to legal compliance and service delivery.”

**(stays the same as current)**

**D. Start-up allocation for instructional supplies and athletic trainers (Article 36.14)**

36.14.1 WTU proposes to increase the start-up allocation to \$250.

“36.14.3 DCPS shall provide each Athletic Trainer with an additional \$250 per school year prior to the first working day for Athletic Trainers to purchase health and safety supplies necessary for athletic training support during the school year.”

**E. “Hard to fill” positions (Article 36.2.3) – Helps recruit hard-to-staff positions.**

“36.2.3 The Parties agree that in the 2022-2023 and 2023-2024 school years, WTU bargaining unit members in “hard to fill” positions shall receive a \$1,500 retention bonus. Hard to fill positions are defined as Social Worker, Psychologist, Special Education, Math/Science, World Languages, Speech Pathologist, Occupational Therapist, Physical Therapist, and ESL/ESL Itinerant.”

**F. Administrative premium (36.8.2)**

36.8.2 WTU proposes to increase the administrative premium to \$60/hr.

**G. Base Salary Adjustments (36.2)**

36.2.1 The WTU proposes the following adjustments to base salary.

FY20	FY21	FY22	FY23
2%	2.5%	3.5%	4%

“36.2.2 The 2019-2022 raises shall be paid retroactively to all DCPS employees who are members of the WTU bargaining unit upon approval of this Agreement by the DC Council, all WTU bargaining unit members who retired during the 2019-2022 school years, and the estates of all WTU bargaining unit members who died during the 2019-2022 school years, in accordance with D.C. Official Code 1-611.06(d).”

**H. Retention bonus (Article 36.2.3)**

“36.2.3 On October 1st, for the 2022-2023 school year, all DCPS employees who are members of the WTU bargaining unit shall receive a retention bonus of 4.0%

**I. Benefits (Article 37)**

Note: The Parties signed an MOA in which money from the United Healthcare COVID-19 Dental Refund is to be used to offset any future rate increases for the negotiated dental plan.

“37.1 Stipulations

37.1.1 The dental, optical, and legal service plans shall be contracted by the WTU, subject to a competitive bidding process.

37.1.2 The WTU shall be responsible for the administration of the legal service plan and shall bear all related administrative costs. DCPS shall be held harmless from any liability arising from the administration of the legal service plan.

37.1.3 DCPS shall be responsible for the administration of the open enrollment process for the dental and optical plans. DCPS shall provide the list of Teachers eligible for

benefits to the benefits provider in a timely fashion. WTU shall be held harmless from any liability arising from DCPS's administration of the open enrollment process.

37.1.4 The WTU shall provide DCPS with quarterly reports on all benefit programs.

37.2 Optical Plan

37.2.1 DCPS agrees to contribute the following amounts per month, per Teacher, towards an optical insurance plan to be contracted by the WTU:

	1/1/2022- 12/31/2022*	1/1/2023-12/31/2023	1/1/2024-12/31/2024
Self/Family	\$20.59	\$20.59	\$21.62

\* DCPS shall pay these amounts retroactive to January 1, 2022.

37.3 Dental Plan

37.3.1 DCPS agrees to contribute the following amounts per month, per Teacher, towards a dental insurance plan to be contracted by the WTU:

	1/1/2022- 12/31/2022*	1/1/2023-12/31/2023	1/1/2024-12/31/2024
Self	\$41.22	\$43.69	45.87
Family	\$82.45	\$83.40	\$87.57

\* DCPS shall pay these amounts retroactive to January 1, 2022.

37.4 Legal Services Plan

37.4.1 DCPS agrees to contribute the following amounts biweekly, per Teacher, towards a legal insurance plan to be contracted by the WTU:

	10/1/2021- 9/30/2022*	10/1/2022-9/30/2023	10/1/2023-9/30/2024
Self	\$16.50	\$17.50	\$18.25

\* DCPS shall pay these amounts retroactive to October 1, 2021.

37.5 Pension

37.5.1 Teachers shall pay into the District of Columbia Teachers Retirement Fund, as stipulated by the District of Columbia Retirement Board (DCRB).

37.5.2 DCPS shall collaborate with the WTU and the DCRB to ensure proper payroll deduction for pension purposes.

37.6 Other Retirement Plans

37.6.1 DCPS shall collaborate with the WTU to ensure proper payroll deduction for other retirement plan options.”

37.6.2

The parties will establish a labor-management committee consisting of equal members of the WTU and DCPS representatives, assisted by subject matter experts from within D.C. Government as well as those appointed by the WTU to evaluate the feasibility, parameters, implementation, timeline, and appropriateness of a new, supplemental qualified retirement plan pursuant to Section 401(a) of the U.S. Internal Revenue Code or the same equivalent for teachers. The committee may seek funding for an actuarial study of such a program and may recommend potential legislative changes that would be required to implement such a change. The committee will report their findings to the President of the WTU, the Chancellor of DCPS, and the District of Columbia Office of Labor Relations and Collective Bargaining within 6 months of its first meeting.

37.6.2.1 In the event that any other group of District employees receives or negotiates for the first time a benefit similar to the one described in Section 37.6.2 during the term of this agreement, the WTU and DCPS agree to promptly take all necessary steps to negotiate and implement an appropriate benefit for the employees covered by this Agreement.





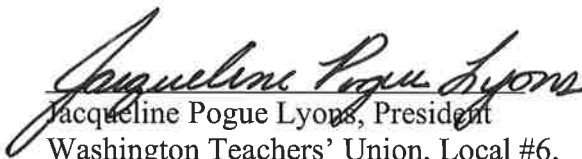
IN WITNESS WHEREOF, the Parties have executed this Agreement by their duly authorized representatives.

**FOR THE DISTRICT OF COLUMBIA  
PUBLIC SCHOOLS**



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

**FOR WASHINGTON TEACHERS'  
UNION, LOCAL #6, AMERICAN  
FEDERATION OF TEACHERS,  
AFL-CIO**



Jacqueline Pogue Lyons, President  
Washington Teachers' Union, Local #6,  
American Federation of Teachers, AFL-CIO

Date: 11/22/2022

Date: November 22, 2022

