

Collective Bargaining Agreement

Between

Capital City Public Charter School

and

**Capital City Staff Union, DC ACTS Local 1927,
AFT, AFL-CIO**

Effective: August 1, 2025 to July 31, 2028

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Article 1 — RECOGNITION

This Agreement has been entered into by and between the Capital City Staff Union, District of Columbia Alliance of Charter Teachers and Staff, Local 1927, AFT, AFL-CIO (the “Union”) and Capital City Public Charter School (the “Employer”), collectively “the parties.” The Employer recognizes the Union as the sole and exclusive bargaining agent of all employees in the bargaining unit pursuant to the Certification of Representative issued by the National Labor Relations Board in NLRB Case #05-RC-3380902.

The bargaining unit includes the following: All full-time and regular part-time professional employees, including IT Support Manager, SIS Associate, Director of Language Access, IT End User Support Specialist, School Operations Manager, IT Infrastructure Manager, Health Operations Manager, Business Associate, Compliance Associate, Family Engagement and Admissions Associate, Student Performance Data Associate, Development & Comms. Associate, Communications Manager, Development Manager, Food Service, Operations Associate, Internship Coordinator, Transition Coordinator, Coordinator of School Culture, Alumni Coordinator, Adventure Coordinator, College Counseling & Alumni Associate, Specialist, SEL Specialist, Teacher, Building Substitutes, Academic Technology Coordinator, Case Manager, Fitness Teacher, Counselor, Literacy Coach, Math Coach, Speech & Language Pathologist, Garden Coordinator, and Academic Technology Coordinator; and all full- and regular part-time Maintenance Technician, Office Manager, Senior Front Office Manager, Food Service Aide, Custodian, Associate Building Substitute Teachers, Dedicated Aide, Associate Teacher, Library Associate, Aftercare Teacher, and Teaching Assistant. The unit excludes all confidential, supervisory, and managerial employees.

Article 2 — NON-DISCRIMINATION

The Employer shall not discriminate against any employee based on race, religion, color, ethnicity, age, sex, national origin, personal appearance, family responsibilities, political affiliation, marital status, veteran status, immigration status, disability, sexual orientation, gender identity or expression, familial status, genetic information, or any status protected by law. Claims of discrimination pursuant to this Article are not subject to arbitration pursuant to Article 14 of this Agreement.

Article 3 — SCHOOL RIGHTS

Section 1: The Union recognizes the right of the Employer to operate and manage the school, and that all management functions, rights, and responsibilities which the Employer has not modified or restricted by a specific provision of the Agreement are retained and vested exclusively in the school.

Section 2: Such functions, rights, and responsibilities of management include, but are not limited to, the following rights, which the Employer shall exercise in its sole discretion, including but not limited to:

- Establish, plan, direct and control the school’s mission, programs, objectives, activities, resources and priorities, standards of performance, conduct, order and safety, including

but not limited to modifying job descriptions; directing the work of Employees; determining staffing including the number and positions of employees; determining employee schedules; determining curriculum, class size and methods of instructional budget determinations; determining the materials and equipment to be used by Employees; establishing an academic calendar; determining the location of facilities.

- Open, expand, reduce, and eliminate departments or programs, as necessary.
- Select, hire, transfer, determine the qualifications of, and promote Employees.
- Implement reductions in force for lack of work.
- Subject Employees to coverage of the Employer's rules, regulations, policies, and practices, and faculty and staff handbooks, which do not conflict with the terms of the Agreement, and to make, modify, add to, and delete from any of these after consulting and conferring with the Labor Management Committee.
- Subcontract all or any portion of the work now or hereafter done by Employees and all or any portion of its operations, subject to Article 11 – Work Security.
- To hire Employees, assign and direct their work, discharge or otherwise discipline Employees for cause (except that Probationary Employees, as defined in Article 14 – Grievance and Arbitration Procedure, may be discharged without cause), promote, demote, transfer, layoff, and recall Employees, except as explicitly otherwise set forth in this Agreement.
- Take necessary steps to adhere to legal, contractual, regulatory, or charter obligations.
- Take necessary steps to carry out the Employer's mission during emergencies.

Section 3: The Employer's failure to exercise any power, function, authority, or right in a particular way will not be deemed a waiver of the right to exercise such power, function, authority, or right in a different manner, or preclude the Employer from exercising such power, function, authority, or right in the future.

Section 4: The Union hereby waives its right to bargain over the Employer's decision to exercise any of the rights set forth in Section 2 of this Article and the implementation of that decision. No action taken by the Employer with respect to any of the rights in this Article shall be subject to the grievance and arbitration procedure in this Agreement or any collateral lawsuit unless the exercise thereof violates an express written provision of this Agreement.

Section 5: The Employer retains its right to take action in cases of emergency and in doing so may temporarily amend, modify, or rescind policies and practices referred to in this Agreement in cases of emergency for a period not to exceed forty-five (45) days unless mutually extended. An emergency is defined as a natural disaster, pandemic, or other types of unforeseen occurrences, such as a mid-year reduction for nonpayment of state funds that cannot be addressed by exercising any other provision of this agreement and that would imperil the continued operation of the school.

Article 4 — UNION RIGHTS

Section 1: Access. Any authorized Union representative ("Representative") may access the Employer's facilities, including bulletin boards in the employee lounges, at reasonable times, during business hours, after providing forty-eight (48) hours notice in writing, via e-mail to

Human Resources (“HR”) at HR@CCPCS.ORG and obtaining the Employer’s approval. Upon arriving on the school’s campus, the Representative shall notify HR of his/her/their arrival. The Union agrees to follow the Employer’s visitor policies and procedures outlined in its employee handbook. Union representatives shall not in any way interrupt any employee’s duties or assignments nor interfere with the Employer’s normal operations. Union representatives may contact employees before and after employees’ hours of service or during lunch.

Section 2: Bulletin Board and Email. The Union shall have the right to post notices of Union matters on a bulletin board in the lounge(s). Union materials shall not be maliciously defamatory, obscene, or in violation of the law. Employees may use the Employer’s email system during non-instructional time, or in the case of non-instructional employees, during non-work time for Union communications, subject to the following agreements:

- The Employer has a right to monitor all communications on its system at any time; neither employees nor the Union has any legitimate expectation of privacy in any communication on or over the Employer’s system.
- Use of the email system under this Article remains subject to all restrictions set forth in the Employer’s policies, including its policies regarding unlawful harassment, acceptable use of technology, and the professional code of conduct.

Section 3: Recruitment. The Employer shall make reasonable efforts to provide the Union with an opportunity to address new employees at a mutually agreeable time during their new employee orientation period.

Section 4: Meetings. The Employer may permit the Union to use building facilities for meetings and for content-approved professional development workshops at mutually agreeable times during weekdays and within regular building operating hours. Meetings in shared spaces shall be subject to approval by the Head of School or his/her/their designee after written or emailed request made at least ten (10) days in advance of the requested use. Such meetings shall not interfere with school operations or employees’ duties. Requests outside of regular building operating hours, or on weekends, will be subject to the Employer’s rental policies and rates.

Section 5: Union Visibility. As long as it has a functioning intranet for staff, the Employer shall include on it a link to DCACTS’ website and a DCACTS’ email address.

Article 5 — PERSONNEL FILES

Section 1: The Employer will maintain an employee's employment information in its HRIS system. This information will include for each employee the employee's evaluations, disciplinary documents, performance improvement plans, current certifications, and offer letters. Employees shall have access to their HRIS file and may download and/or print documents therefrom.

Section 2: When a disciplinary document or performance improvement plan is added to an employee's file, the Employer will provide an e-mail notice to the employee within five (5) business days.

Article 6 — LABOR MANAGEMENT COMMITTEE

Section 1: Composition. The Labor Management Committee shall consist of up to four (4) Union-designated representatives and up to four (4) Employer representatives. Each party shall designate a lead Labor Management Committee member for purposes of providing notice and streamlining communications when the committee is not in session. Representation shall be equally proportioned so that, in any given Labor Management Committee Meeting, there shall be an equal number of Union and Employer representatives. The Union will make all reasonable efforts to ensure it has a representative from the lower, middle, high school, and central office. As mutually agreed, either party may invite additional persons to Labor Management Committee meetings to discuss matters of specialized concern or expertise.

Section 2: Purpose. The Labor Management Committee's goal is to help maintain stable labor management relations by facilitating communication between the parties. To that end, the Labor Management Committee will discuss and evaluate issues relating to employees' terms and conditions of employment and implementation of the terms of this collective bargaining agreement. A non-exclusive list of subjects that may be addressed by the Labor Management Committee include employee appraisal practices, wages and benefits, allocation of work, hiring practices and procedures, layoffs, emergency response protocols, school safety policies, and employee training. The Labor Management Committee may present recommendations to the Head of the School in any form (e.g., proposed memorandum of understanding, etc). Such recommendations must be supported by a majority of the Labor Management Committee members.

Section 3: Timing of Meetings. The Labor Management Committee shall meet quarterly, at a time and location mutually agreed to by the Committee members. The Committee, by majority vote, may agree to hold additional meetings. These meetings shall occur during non-instructional time.

Section 4: Limitations. The Labor Management Committee shall have no authority to change, delete, or modify any of the terms of the existing Collective Bargaining Agreement, nor settle grievances arising under the Agreement.

Article 7 — WORK YEAR, WORKDAY, AND PLANNING PERIODS

Section 1: Work Year

A. Instructional staff may work up to one hundred ninety-five (195) total workdays, including up to one hundred eighty (180) student school days and up to fifteen (15) student-free professional days. At the discretion of leadership, any instructional staff who has been in their position for less than a year shall be required to work up to two hundred two (202) total workdays and up to twenty-two (22) student-free professional days. Instructional staff will be required to make up any student school days due to weather-related or other emergency closures, if necessary.

B. Year-round staff shall work as scheduled throughout the calendar year, absent holidays, any days the building is closed for designated breaks, and their approved leave. Building closure for designated breaks does not include snow days or other unprecedented emergencies that require staff to work from home.

C. A school academic year calendar shall be finalized and distributed to staff no later than May 1. This date may be delayed in the event that the District of Columbia Public Schools has not released its calendar by April 1.

Section 2: Planning and Preparation Time for Instructional Staff

The Employer will make its best efforts to provide the following planning and break schedule for instructional staff:

8:00-4:00	LS (based on 5 non-student blocks)	MS (based on 6 non-student blocks)	HS (based on 8 non-student blocks)
Duty Free Lunch	30 min		
Independent Planning	1 block	1 block	3 blocks
IEP/Family Meetings	2 blocks		
Team/Dept Mtg (HS only)	Team Meeting on Wednesday	Team Meeting on Wednesday	1 block
Directed Planning (Co-Planning/Coaching, etc)	1 block	2 blocks	2 blocks

**In the case of an IEP/Family Meeting not happening in a given week, this can switch to Independent Planning time*

****Performance and PIPs can determine adjustments to planning blocks**

Wednesday- LS

- 1:00-4:00 3 hours
- 30 min Independent Planning Time
- 30 min Staff Meeting
- 60 min Weekly Consult
- 60 min Professional Learning

Wednesday- MS/HS

- 1:00-4:00 3 hours
- 30 min Team Meeting
- 30 min Staff Meeting
- 45 min Consult

60 min Professional Learning

*Depending on Professional Learning, consult and PL can be combined for a 2-hour session. The parties understand and agree that this schedule is based on the current campus master schedule. If the Employer wishes to alter the campus master schedule, the Employer may modify the schedule after notice and consultation with the Labor Management Committee.

Section 3: Workday for Non-Instructional Staff

All other full-time non-instructional staff will be scheduled for an 8-hour day inclusive of a 30-minute paid lunch break.

Article 8 — SAFETY

Section 1: Training. At least once a year, the Labor Management Committee shall discuss safety training needs for the ensuing year and propose a training schedule to the Head of School. Such training may include, but is not limited to, crisis prevention intervention and restorative justice practices. The training schedule shall also identify necessary training and training timetables for employees hired after training has been completed. To the extent that the Employer makes any substantive changes or updates to a school safety policies or procedures, it shall provide the Union with advance notice of the update or change and, upon request, meet and confer regarding any additional training needs relative to the changes or updates.

Section 2: Safety Policies. The Employer has developed and will maintain certain safety policies and training, including, without limitation, a visitor policy, an incident report policy and guidelines, a sanctuary school resolution and safe zone policy, and emergency response training. To the extent that the Employer makes any substantive changes or updates to its school safety policies or procedures, it shall provide the Union with advance notice of the update or change and meet and confer with the Union concerning any effects such changes or updates have on employees.

Section 3: Union Input. The Union, through the Labor Management Committee, may provide recommendations to the Employer as to modifications to existing safety policies or recommendations for new safety policies.

Section 4: Codes of Conduct. The Employer maintains student and employee codes of conduct, including provisions in the Capital City Staff Handbook, Personnel Policies, Employee Code of Conduct, and Expectations for Student Conduct. These codes of conduct include guidelines concerning the reporting and investigation of safety concerns. To the extent that the Employer makes any substantive changes to these codes of conduct that impact employees' terms and conditions of employment, it shall provide the Union with advance notice of the changes and meet and confer with the Union concerning any effects such changes have on employees.

Article 9 — LAYOFF AND RECALL

Section 1: Layoff. Layoff is the separation of an employee for lack of work or funds or declining or insufficient enrollment, as determined by the Employer, without fault or delinquency

on the Employee's part. Prior to considering any layoff of Employees, the Employer shall meet with the Union to discuss the impact of the layoff. Any decisions about layoffs will be based first and foremost on what is best for Capital City students and the integrity of the academic program. The Employer agrees to provide the Union with a list of names of the Employees being laid off and such notice shall be sent at the same time that it is issued to the Employees affected. Employees to be laid off shall be notified as soon as possible after the decision for layoff has been made. Unless there are exigent circumstances, the Employer will provide at least thirty (30) calendar days written notice. In the event the Employer determines a layoff of Employees is necessary, the Head of School or designee shall determine the number of positions and which classification(s) within the unit shall be affected. Employees, within those classifications, shall be laid off based on the following criteria:

Capital City experience (23%)

- o 7+ years - 4 points
- o 4-6 years - 3 points
- o 1-3 years - 2 points

Years of experience in a classification (22%)

- o 7+ years - 4 points
- o 4-6 years - 3 points
- o 1-3 years - 2 points

Performance evaluations (45%)

- o 3.5-4.0 - 4 points
- o 2.5-3.4 - 3 points
- o 2.0-2.5 - 1 point

Credentialing/Certifications (10%)

- o 4 points

For purposes of calculating the performance evaluation score, the Employer will average the employees' last three performance evaluation scores. If the employee has fewer than three performance evaluations, the Employer will average all of the employee's previous evaluation scores.

For purposes of credentialing/certifications, "credentialing" means a master's degree in education or a master's degree in the employee's content area. "Certifications" means a National Board certification, a Washington, DC certification in the employee's content area, and/or demonstrated Spanish language proficiency by obtaining an "Advanced" or higher score on the American Council on the Teaching of Foreign Languages (ACTFL) assessment.

The calculation of a layoff score shall be the sum of the following:

- Capital City experience: Points earned multiplied by 23% (.23)
- Years of experience in classification: Points earned multiplied by 22% (.22)
- Performance Evaluations: Points earned multiplied by 45% (.45)
- Credentials: Points earned multiplied by 10% (.1)

Probationary employees shall be laid off first. The employee with the lowest layoff score shall be laid off next, the second lowest scoring employee shall be laid off next and so on until layoffs are complete. If there is an identical layoff score, the employee with the least seniority with Capital City shall be laid off before a more senior Capital City employee.

Laid-off employees shall retain recall rights for two (2) years from the date they were laid off.
Section 2: Recall. Employees will be recalled by classification in the reverse order of being laid off.

Each employee on layoff status shall be required to provide the Employer with updated contact information, including a current mailing address, phone number, and email address. An employee who fails to provide current contact information may be excluded from recall. If a recall opportunity exists for which an employee is qualified, the Employer will inform the employee by email.

An employee offered a recall opportunity must notify the Employer in writing of the employee's decision within seven (7) calendar days of the date of the Employer's offer.

Article 10 — UNION SECURITY

Section 1: Union Membership. All Employees will, within thirty (30) days after hire or the signing of this Agreement, whichever occurs later, become, and remain members in good standing of the Union as a condition of employment. For purposes of this Article, membership in good standing shall be defined as the obligation to pay periodic dues and initiation fees, or, upon request from an Employee who wishes to pay an agency fee in lieu of membership in the Union, to pay that portion thereof which represents the Union's cost of representing employees. Newly hired employees will be made aware of this provision at the time of orientation by a Union representative. Employees who fail to comply with this requirement shall be discharged by the Employer within thirty (30) days after receipt of written notice to the Employer from the Union, unless the Employee fulfills the membership obligations set forth in this Agreement.

Section 2: Religious Objection. Any Employee who is a member of and adheres to established and traditional tenets or teachings of a bona fide religion, body, or sect that has historically held conscientious objections to joining or financially supporting labor organizations shall not be required to join or financially support the Union as a condition of employment. Such an Employee shall, in lieu of dues and fees, pay sums equal to such dues and fees to one of several non-religious charitable organizations designated and made known to religious objectors by the Union for such purposes. Any Employee exercising his or her right of religious objection must provide the Union with a receipt of payment to a Union-designated charity on a monthly basis.

Section 3: Indemnification. The Union will indemnify and hold the Employer harmless from all claims, demands, suits, or other forms of liability that may arise against the Employer for or on account of any action taken by the Employer to terminate an employee pursuant to this Article.

Article 11 — WORK SECURITY

No work normally performed by a bargaining unit member shall be performed by a non-bargaining unit worker unless there is an urgent need.

In the event a vacancy arises during an academic year, the Employer shall make its best efforts to fill the bargaining unit position as soon as possible. Temporary and/or agency employees may be hired to fill an emergency vacancy while a suitable candidate is found to fill the vacancy on a permanent basis.

Nothing in this section shall prohibit leadership or a temporary employee from filling in for an absent Employee on a temporary basis (i.e. when an Employee is absent due to illness, injury, or temporary leave), or prohibit the use of temporary employees.

Article 12 — CONDITIONS OF EMPLOYMENT

Section 1: All employees shall be provided with a current job description at time of hire.

Section 2: No employee shall transport any student in their personal vehicle. However, exceptions will be made for employees driving their own children or employees who are authorized for pick up.

Section 3: The Employer will maintain an electronic staff directory with the names and titles of School staff.

Section 4: At the start of every school year or upon a change, each employee shall be provided with the name, title, and contact information of their immediate supervisor.

Article 13 — DISCIPLINE AND DISCHARGE

Section 1: The Employer will not discipline an employee without just cause.

Section 2: A union representative will be permitted to be present at an investigative interview in which the employee may reasonably believe might lead to disciplinary action when the employee so requests.

Section 3: The Employer will meet with the employee alleged to have engaged in conduct warranting discipline or discharge within fourteen (14) business days of the Employer's learning of the alleged infraction.

Section 4: Discipline normally consists of the following progressive steps:

- a. Documented verbal warning
- b. Written warning
- c. Final warning
- d. Discharge.

Section 5: Disciplinary warnings will not be used to increase the level of discipline if the employee has not received discipline for a period of eighteen (18) months from the date of the infraction, except in cases involving serious misconduct defined below.

Section 6: The employer will provide copies of written warnings, final warnings, and discharges to the Union via email.

Section 7: The Employer retains the right to skip steps in the progressive discipline process and to impose discipline at the appropriate level, including discharge, if any employee engages in serious misconduct as defined in this subpart.

- a. Inappropriate verbal or physical conduct with a student
- b. Interaction with a student that creates the appearance of impropriety
- c. Violation of the Employer's Equal Employment Opportunity, Harassment, or Sexual Harassment policies
- d. Engaging in acts of physical violence or threatening to do so
- e. Possessing, using, manufacturing, purchasing, distributing, selling, trading, or offering or being under the influence of alcohol or illegal drugs in the workplace or during any Employer-sponsored event, or any other conduct that violates the Employer's Drug-Free and Alcohol-Free Workplace Policy, including the refusal to submit to reasonable suspicion testing
- f. Theft, or unauthorized possession, removal, or use of property that does not belong to the employee, or theft of funds
- g. Soliciting gratuities or bribes
- h. Gambling on the Employer's property or during an Employer-sponsored event
- i. Possession, transportation, and/or use of firearms, explosives, or other dangerous weapons on Employer property or during Employer-sponsored events, even if the employee is licensed to carry the weapon (this item does not apply to police officers, security guards, and other employees who have received written permission to carry a firearm on Employer premises)
- j. Conviction for the violation of a local, state, or federal law that carries the possibility of incarceration
- k. Intentional destruction of Employer property
- l. Unauthorized access to, or dissemination of, confidential student information maintained in Employer records
- m. Lewd or indecent behavior on Employer property or during an Employer sponsored event
- n. Engaging in fraudulent or dishonest behavior
- o. Other conduct that is similar in severity as the conduct listed above that reasonably warrants skipping the progressive discipline step

ARTICLE 14 — GRIEVANCE AND ARBITRATION PROCEDURE

Section 1: A grievance shall be defined as a complaint or dispute that involves the interpretation of, administration of, or compliance with a specific provision of this Agreement, during the term

of the Agreement or any written extension of it. No grievance as defined above shall be considered under the grievance procedure unless it is presented as provided below.

Section 2: Nothing in this Article precludes an employee from raising and resolving a workplace issue with the Employer.

Section 3: A grievance may only be filed by an employee covered by this agreement or by the Union.

Section 4: Grievances shall be processed in the following manner:

Step 1. The aggrieved employee or union representative may request a meeting with the aggrieved employee's direct supervisor to discuss and attempt to resolve the issue. The request for a meeting must be submitted in writing and within ten (10) working days after the event(s) giving rise to the grievance occurred or within ten (10) working days after those events reasonably should have been known to the grievant. The supervisor shall meet and confer with the employee and Union representative within ten (10) working days after receiving the request to meet.

Step 2. If the grievance is not resolved at the Step 1 meeting, the aggrieved employee or Union representative may submit a formal grievance to Human Resources. The grievance shall be in writing and shall identify, to the extent relevant, (1) the contract clauses allegedly violated, (2) the Employer representatives, if any, or employees involved, (3) a brief description of the claimed violation, and (4) the specific nature of the relief requested. All grievances must be submitted within ten (10) working days after the Step 1 meeting with the supervisor.

Step 3. If the grievance is not resolved at Step 2, the employee or Union representative may then present the grievance in writing to the Employer's Chief Operational Officer (COO) or that person's designee within ten (10) working days after it was denied at Step 2. The COO or designee shall meet and confer with the employee and the Union representative and, within ten (10) working days after the meeting, provide a written determination, which shall constitute the Employer's final response to the grievance.

E. If any of the time limits contained in this Article are not met by the party filing or advancing the grievance, the grievance shall be deemed waived and closed for all purposes. If the Employer fails to meet any of the time limits set forth in this Article for responding to a grievance, it is understood that the grievance will be deemed denied at that step. The time limits in this Article may be extended, but only by the mutual written consent of the Employer and the Union.

F. Grievances relating to terminations or matters of general application may be initially submitted at Step 2.

Section 5: A grievance which has not been resolved under the grievance procedure may, within ten (10) working days after completion of Step 3 of the grievance procedure, be referred for arbitration to an arbitrator selected in accordance with the procedures of the American Arbitration Association (AAA). The arbitration shall be conducted under the Rules then

prevailing of the AAA, except as modified by this Agreement or written agreement of the parties.

1. The fees and expenses of the AAA, the arbitrator, and the hearing room shall be borne equally by the parties. If either party requests an official transcript, each party will pay half. All other expenses shall be borne by the party incurring them, and neither party shall be responsible for the costs of the other.
2. The award of an arbitrator hereunder shall be final, conclusive, and binding upon the Employer, the Union, and the employee.
3. The arbitrator's jurisdiction shall be exclusively confined to the facts and circumstances giving rise to the grievance and the issues presented on the face of the grievance. The arbitrator shall have the authority only to interpret the terms and provisions of the Agreement and shall have no authority to add to, subtract from, modify, or change any of the provisions of this Agreement. The arbitrator shall have the authority only to deny or uphold the grievance. The arbitrator shall not have any authority to add to, alter, delete, modify, or change the terms or provisions of this Agreement, to negotiate or decide the terms of a new Agreement, or provide relief prior to the filing of the grievance.
4. There shall be no submission of multiple grievances to arbitration in one demand, nor shall separately submitted grievances be consolidated and/or merged before the same arbitrator. Accordingly, in the absence of mutual consent of the parties, an arbitrator may not be presented with or rule upon more than one grievance.

Section 6: It is expressly agreed by and between the parties that should the Union, its officers, representatives, agents, members, or employees covered by this Agreement engage in any action in violation of Article 16 - No Strike or Lockout, the Employer shall not be required or in any way be obligated to comply with the grievance procedure or arbitration procedure until such time as the unlawful actions cease.

Section 7: Employees hired or rehired shall be considered probationary employees for the first two (2) years of their employment or re-employment, during which time they are subject to discipline or discharge at the Employer's discretion. Such decisions by the Employer are not subject to the grievance and arbitration procedure set forth in this Article.

Article 15 – SUCCESSORS AND ASSIGNS

The Employer agrees that if, during the term of this Agreement, Capital City Public Charter School is sold, leased, transferred, or assigned, the Employer shall inform the purchaser, lessee, transferee, or assignee of the exact terms of this Agreement. Such notice shall be in writing, with a copy to the Union.

Article 16 – NO STRIKE/NO LOCKOUT

Section 1: No Strikes

The Union agrees that it will not call, instigate, engage or participate in, encourage, approve, or endorse, nor will it permit any Employee to call, instigate, engage or participate in any strike, sympathy strike, sit-down, slowdown, or demonstration that interferes with or disrupts the Employer's normal operations of Capital City as a result of the Union or Employees' actions; withholding of or delaying any grades, academic evaluations, or other required documents as a form of concerted activity (as defined under the National Labor Relations Act); or any other interference with or stoppage of work by Employees. Any Employee engaging in any conduct prohibited by this Article is subject to immediate disciplinary action, including discharge.

Section 2: Enforcement of No Strike Pledge

In the event that any Employee violates the provisions of Section 1, the Union shall immediately use reasonable means at its disposal to instruct Employees who participate or engage in any such action to cease such action and return to full, normal, and timely work. Reasonable means includes the distribution of a written notice signed by the Local Union president, Executive Director, or legal counsel, to the Employees and the Employer within twenty-four (24) hours of notice of a violation of this Article. The written notice to the Employee should express that the work stoppage or other violation is not authorized by the Union and should be terminated immediately. In the event of a strike in violation of Section 1 of this Article, the Employer may immediately pursue, in any court of competent jurisdiction, whatever remedies are available to it. Any Employee engaging in any activity in violation of Section 1 of this Article may be discharged without recourse to the grievance and arbitration procedure.

Section 3: No Lockout

The Employer agrees that it shall not lock out any of the Employees covered by this Agreement.

Section 4: Enforcement of No Lockout Pledge

In the event of a lockout in violation of Section 3 of this Article, the Union may immediately pursue, in any court of competent jurisdiction, whatever remedies are available to it.

Article 17 – SALARIES, WAGES, and STIPENDS

Section 1: The salaries and wages for bargaining unit members shall be as set forth in Appendix X. Ten-month employees will receive their salary increases effective August 13, 2025. Twelve-month employees will receive their 2025-2026 salary increases effective upon ratification of this Agreement.

Section 2: For subsequent years, bargaining unit employees paid on a scale shall be credited with one step on the appropriate pay scale at the start of the school year.

Section 3: Bargaining unit employees who are not paid on a scale shall receive a five percent wage increase from their fiscal year 2025 salary, effective on the ratification of this Agreement.

In subsequent years during the term of this Agreement, these employees will receive a three (3) percent wage increase, effective the first full pay period following July 1.

Section 4: Either party may seek to bargain concerning wage scales or rates of pay for the 2026-2027 and 2027-2028 school years, notwithstanding Article 20, by providing written notice to the other party within thirty (30) calendar days of the release of the District of Columbia Mayor's annual budget. This reopener is limited solely to this Article and no other Article in this Agreement. The parties agree to meet no later than fourteen (14) days after the written notice of intent to reopen is provided.

Section 5: The Employer's Stipend and Additional Compensation Policy and Athletic Coaching Stipend Rates shall remain in effect unless modified in writing by mutual agreement of the parties.

Article 18 – EVALUATIONS

Section 1: Framework

All Employees shall receive feedback on and an evaluation of their professional practice two (2) times over the course of the year. The Employer will provide the first evaluation prior to December 31st and the second evaluation prior to June 30th.

The feedback will be aligned with the Employer's mission and the Employee's job duties. Evaluations will be provided by the Employee's direct supervisor or a member of the Employer's leadership.

Section 2: Notification of Evaluation Procedures

Prior to September 1 of each school year, or within four weeks of the date of hire if later, the Employer will make its best efforts to provide Employees with the evaluation criteria/standards and the name and title of the individual who will supervise and evaluate the Employee's performance.

Section 3: Evaluation Process

Employee performance will be formally evaluated by direct supervisors through two (2) performance evaluation cycles and an established rubric aligned to the Employer's mission and the Employee's job duties. When the direct supervisor is not available, evaluations may be conducted by another member of the school leadership. Employees will be notified of their evaluation results. Employees in their first year of teaching may receive formal written feedback upon request.

The Employee will be provided the opportunity to respond to evaluation comments in writing. Such comments will be included in the Employee's official HR file. Such comments will also be reviewed by the Employer's HR department, which may schedule a follow-up meeting with the employee to discuss the Employee's comments.

If an Employee is not meeting expectations or if a supervisor has significant concerns about the effectiveness of a staff member during the year, the supervisor may meet with the staff member

to discuss performance expectations, highlight problem areas, and develop an action plan for improvement.

Action plans will specifically identify, in writing, the areas for improvement with targeted outcomes and/or activities that must be completed in order to improve to satisfactory performance.

The action period shall include a reasonable timeframe for completion, but should be no more than sixty (60) work days, during which time the evidence of an Employee's professional practice or deliverables will be formally evaluated at least twice, with written feedback provided to the Employee.

Article 19 – SEVERABILITY

If any provision in this Agreement is held to be unlawful by a court of competent jurisdiction, the remaining provisions of this Agreement shall remain in full force and effect. If either party seeks negotiations over a replacement provision, the Parties shall meet within thirty (30) calendar days after either Party has formally submitted a request, in writing, to the other to make good-faith efforts to correct the invalidity.

Article 20 — ZIPPER CLAUSE

The parties acknowledge that during the negotiations which resulted in this Agreement, each had the unlimited right and opportunity to make requests and proposals with respect to any subject or matter not removed by law from the area of collective bargaining, and that the complete understandings and agreements arrived at by the parties after exercise of this right and opportunity are set forth in this Agreement. Therefore, the Employer and the Union, for the life of this Agreement, each unqualifiedly waive the right and agree that the other shall not be obligated to bargain collectively with respect to any subject matter referred to or covered in this Agreement or with respect to any subject or matter that could have been collectively bargained but was not. This Agreement supersedes all prior agreements, understandings, and practices and may not be altered, changed, added to, deleted from, or modified except by the voluntary, mutual consent of the parties in a written and signed amendment to this Agreement.

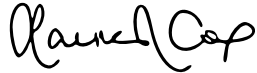
Article 21 — DURATION

This Agreement shall be in effect from the date of ratification by the Parties and shall continue in full force and effect until its expiration date on August 1, 2028.

The parties have agreed to this Agreement effective this **22ND** day of **JULY 2025**.

For the Employer:

Capital City Public Charter School



Laina N. Cox, Head of School

For the Union:

District of Columbia Alliance of Charter Teachers and Staff, Local 1927, AFT, AFL-CIO



Kelley D. Ukhun, President



Greg Martin, CCSU Representative



Bri Berrios, CCSU Representative



Delia Nugent, CCSU Representative



Hayleigh Gowans, CCSU Representative