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**Government of the District of Columbia
Public Employee Relations Board**

In the Matter of:)	
)	
District of Columbia Public Schools)	
Petitioner)	PERB Case No. 22-A-02
)	
v.)	Opinion No. 1830
)	
Washington Teachers' Union, Local 6)	
American Federation of Teachers, AFL-CIO)	
)	
Respondent)	

DECISION AND ORDER

I. Statement of the Case

On January 7, 2022, the District of Columbia Public Schools (DCPS) filed an arbitration review request (Request) pursuant to the Comprehensive Merit Personnel Act (CMPA)¹ seeking review of an arbitration award (Award) dated December 17, 2021. In the Award the Arbitrator sustained the grievance, which the Washington Teachers' Union, Local 6 (WTU) filed on behalf of a bargaining unit member (Grievant). DCPS sought review of the Award on the grounds that the Award was contrary to law and public policy.² DCPS argued that the Arbitrator "erred by finding that DCPS should have placed [the] Grievant...into a vacant sixth grade teaching position instead of excessing him from his position as a seventh-grade social studies teacher."³ WTU filed an Opposition, requesting that the Board deny DCPS's Request.

On April 6, 2022, the Board issued Opinion No. 1809 in this case. The Board found that the Award required clarification and remanded the matter to the Arbitrator for additional findings concerning several issues.⁴ On May 18, 2022, the Arbitrator issued a second Award (Award on Remand), providing clarification.

¹ D.C. Official Code § 1-605.02(6).

² Request at 1.

³ Request at 1.

⁴ *DCPS v. WTU, Local 6*, 69 D.C. Reg. 5567, Slip Op. No. 1809 at 6, PERB Case No. 22-A-02 (2022).

Upon consideration of the Arbitrator's conclusions, applicable law, and the record presented by the parties, the Board adopts the Arbitrator's recommendation and denies DCPS's arbitration review request.

II. First Arbitration Award

A. Background

In the first Award, the Arbitrator made the following factual findings.⁵ The Grievant began teaching at a District high school from 2015 to 2016, then took medical leave from 2016 to 2017.⁶ After the Grievant's medical leave and as an accommodation, DCPS transferred him to a District middle school for the remainder of the 2017-2018 schoolyear.⁷ The middle school ordinarily employed one social studies teacher for seventh-grade and one for eighth-grade, but the principal testified that the Grievant was hired as a social studies teacher for the sixth, seventh, and eighth-grade classes.⁸ The Grievant was retained to teach an elective course titled "African American Studies," due to his previous experience teaching that subject.⁹

The Grievant's position was funded by the Central Office and not included in the middle school's budget for the 2017-2018 fiscal year.¹⁰ According to the DCPS Director of Strategic Staffing (Staffing Director), there was no guarantee that the Central Office would continue to fund the Grievant's position after the 2017-2018 schoolyear.¹¹ Due to budgetary and operational planning, the number of social studies teachers for the seventh and eighth grades was reduced from three to two for the 2018-2019 schoolyear.¹² The Staffing Director stated that the middle school Personnel Committee recommended the Grievant's position for excessing, using the rubric contained in the parties' collective bargaining agreement (CBA).¹³

The Grievant learned he would be excessed when he received a reduction notice (Notice).¹⁴ The Notice was dated May 14, 2018, but the Grievant did not receive it until June 5, 2018.¹⁵ The Notice stated that "should a social studies teacher position at [the middle school] become vacant before June 15, 2018, his excess status would be rescinded."¹⁶ In the spring of 2018, a sixth-grade

⁵ The Arbitrator did not make any additional factual findings in the Award on Remand.

⁶ Award at 4.

⁷ Award at 4.

⁸ Award at 7-8. The Board notes that an accommodation under the ADA does not require the employer to change the essential functions of a job, including changing certification requirements. There is no evidence that DCPS waived its certification requirements when it placed the Grievant into the accommodated position.

⁹ Award at 7. In addition to other post-baccalaureate degrees, the Grievant has a Ph.D. in sociology and cognitive science from the University of California, Santa Barbara.

¹⁰ Award at 7.

¹¹ Award at 4.

¹² Award at 6.

¹³ Award at 6.

¹⁴ Award at 6.

¹⁵ Award at 13.

¹⁶ Award at 6.

social studies teaching position became vacant at the middle school where the Grievant was employed.¹⁷ The position was for the 2018-2019 schoolyear.¹⁸ Interviews for this teaching position were conducted between April and June 2018.¹⁹ The Grievant was not afforded the opportunity to apply for this newly vacant position. The principal attested that “sixth grade teachers are classified differently than seventh or eighth grade teachers” because sixth-grade teachers are dual certified to teach at both the elementary and middle school levels.²⁰ No other social studies positions became vacant at the middle school.²¹

Following the Grievant’s excess and termination, WTU invoked arbitration.²² The Arbitrator held a hearing on June 30, September 13, and September 14, 2021.²³

B. Arbitrator’s Findings

In the first Award, the Arbitrator considered the following issues:

- (1) Did the Agency violate the collective bargaining agreement (CBA) when it exceeded the Grievant..., and subsequently terminated him on June 15, 2018?
- (2) If so, what shall the remedy be?²⁴

In his consideration of the first issue, the Arbitrator found that DCPS committed harmless errors when DCPS violated the CBA by disallowing the Grievant’s additional evidence to the Personnel Committee and relying on the improper schoolyear for his performance.²⁵ The Arbitrator determined that both violations constituted harmless errors because they did not affect DCPS’s ultimate decision regarding which teacher would be excessed.²⁶ The Arbitrator further found that DCPS did not commit any other CBA violations when it chose to excess the Grievant.²⁷ The Arbitrator concluded that the excessing pool was appropriate,²⁸ as there was a “targeted reduction” in the middle school’s budget, directed specifically at social studies teachers.²⁹

Although the Arbitrator found that DCPS rightfully excessed the Grievant, the Arbitrator concluded that DCPS had a duty to rescind the Grievant’s excess because there was an appropriate vacancy available at the middle school at the time of the Grievant’s excessing.³⁰ The Arbitrator

¹⁷ Award at 11.

¹⁸ Award at 11.

¹⁹ Award at 11.

²⁰ Award at 11.

²¹ Award at 13.

²² See Award at 1.

²³ Award at 1.

²⁴ Award at 2.

²⁵ Award at 26-28.

²⁶ See Award at 26-28.

²⁷ See Award at 24-33.

²⁸ Award at 29-30.

²⁹ Award at 25.

³⁰ Award at 32.

found that the Grievant was qualified for the vacant sixth-grade social studies teaching position and thus, pursuant to the CBA, DCPS had an obligation to offer that position to the Grievant.³¹ The Arbitrator stated that, “[w]ithout definite and specific proof in the record that [the Grievant] was not also qualified to teach social studies at the sixth grade level – and there is no such definite and specific proof – I find that he was also qualified for the sixth grade position.”³² Therefore, the Arbitrator ordered DCPS to reinstate the Grievant, and ordered the parties to negotiate appropriate backpay.³³

DCPS filed its Request with the Board, seeking review of the Award on the grounds that the Award was contrary to law and public policy.³⁴

III. Opinion No. 1809 and the Board’s Remand Order

In Opinion No. 1809, the Board remanded this matter to the Arbitrator after finding that his failure to adequately address an argument raised by DCPS precluded the Board from rendering a decision. In its Request, DCPS argued that the first Award violated D.C. Official Code § 47-2853.04(a), which identifies public school teachers as an occupation that requires regulation.³⁵ DCPS contended that “the public policy of strict adherence to this statute is well-documented.”³⁶ Additionally, DCPS alleged that the Award violated D.C. Official Code § 38-2601.01, which empowers the D.C. Office of the State Superintendent of Education (OSSE) to “serve as the state education agency and perform the... state educational agency functions for standards... for elementary and secondary education.”³⁷

WTU contended that the Award was not contrary to law and public policy. WTU argued that the Arbitrator decided that the Grievant was “qualified” in accordance with the CBA and that “qualified” does not require “certified.”³⁸ WTU also argued that “[the Grievant] would have had several months to obtain any required certification from OSSE before he would begin teaching that grade level in the fall,” even if he lacked the necessary teaching certification to fill the sixth grade vacancy.³⁹

The Board reviewed the Award and found that although the Arbitrator acknowledged that the Grievant was not certified to teach the sixth grade in the District, the Arbitrator found no “specific proof of qualification or non-qualification in the context of DCPS.”⁴⁰

³¹ Award at 29-33.

³² Award at 32.

³³ Award at 33.

³⁴ Request at 1.

³⁵ Request at 8 (citing D.C. Official Code § 47-2853.04(a)).

³⁶ Request at 9.

³⁷ Request at 10 (quoting D.C. Official Code § 38-2601.01).

³⁸ Opposition at 2.

³⁹ Opposition at 11.

⁴⁰ DCPS, Slip Op. No. 1809 at 5 (quoting Award at 30).

The Board concluded that the Arbitrator's initial Award failed to address the certification issue raised by DCPS. The Board found that the Award was unclear as to how the Arbitrator reached his conclusion that the Grievant was "qualified" without a discussion of the District's licensing requirements in D.C. Official Code § 47-2853.04(a).⁴¹

The Board determined that the Arbitrator had failed to address the following issues: (1) DCPS's argument that the Grievant was not qualified to teach a sixth-grade social studies class because he lacked the required teaching certification; (2) WTU's argument that, notwithstanding the D.C. certification requirement, DCPS either waived or postponed the requirement when the Grievant was first hired without being certified to teach in the District; (3) WTU's argument that, notwithstanding the D.C. certification requirement, DCPS could have waived or postponed the requirement to teach the sixth-grade position as the Grievant would have had months to obtain the required certification before the next school year began; (4) DCPS's argument that the Grievant was unqualified because of an absence of the appropriate certification when DCPS did not excess him on that basis.⁴²

The Board concluded that it could not reach a decision on whether the Award was contrary to law and public policy because of these unresolved issues.⁴³ Therefore, the Board remanded the matter to the Arbitrator to clarify how he reached his decision that the Grievant was "qualified" for the sixth-grade position without a D.C. teaching certification.⁴⁴

IV. Arbitration Award on Remand

A. Arbitrator's Findings

In the Award on Remand, the Arbitrator considered the following issues, as directed by the Board:

- (1) DCPS's argument that the Grievant was not qualified to teach a sixth-grade social studies class because he lacked the required teaching certification;
- (2) WTU's argument that, notwithstanding the D.C. certification requirement, DCPS either waived or postponed the requirement when the Grievant was first hired without being certified to teach in the District;
- (3) WTU's argument that, notwithstanding the D.C. certification requirement, DCPS could have waived or postponed the requirement to teach the sixth-grade position as the Grievant would have had months to obtain the required certification before the next school year began;

⁴¹ *Id.*

⁴² *Id.* at 6.

⁴³ *Id.*

⁴⁴ *Id.*

- (4) DCPS's argument that the Grievant was unqualified because of an absence of the appropriate certification when DCPS did not excess him on that basis.⁴⁵

Regarding the first issue, the Arbitrator established that his "determination that the Grievant should have been offered the vacant sixth grade position was based primarily and most importantly on the language of the [parties'] CBA."⁴⁶ The Arbitrator explained that "[t]here was discussion of OSSE and certifications at the hearing, but...no mention of D.C. Official Code § 47-2853.04(a) [or] the D.C. Court of Appeals decision cited by DCPS to PERB."⁴⁷

The Arbitrator observed that the words "certified" and "qualified" both appear frequently in the CBA and concluded that "unless there is a clear indication to the contrary, two different words should be considered to mean two different things."⁴⁸ Additionally, the Arbitrator cited a passage in the CBA which includes both terms and found that the passage demonstrates the distinct meanings of those terms within the contract.⁴⁹ The Arbitrator determined that the "CBA uses 'certified' when speaking of new training, specialized duties such as Counselor, reimbursement for tuition, and bonus pay for dual certification."⁵⁰ The Arbitrator also determined that the CBA uses "certification" in reference to the voluntary transfer process.⁵¹ However, the Arbitrator found that "qualification" was used in the context of reinstatement of excessed teachers, such as the Grievant, who are deemed qualified for vacant positions.⁵²

The Arbitrator identified CBA §4.5.3.2 as the provision relevant to the Grievant's situation.⁵³ That provision states, "If a vacancy for which an excessed member is qualified occurs within the school prior to the effective date of the excess, the excessed status of the teacher shall be rescinded."⁵⁴ The Arbitrator observed that "no one at the hearing made the flat-out assertion, or offered proof, that when §4.5.3.2 sa[ys] 'qualified,' that include[s] 'certified.'"⁵⁵ Based on his analysis of the CBA, the Arbitrator determined that DCPS had the "burden to prove that a teacher who [was] qualified to teach seventh and eighth grade social studies was not qualified to teach sixth grade social studies."⁵⁶ The Arbitrator further determined that DCPS had "the burden to explain away" the principal's statement that he hired the Grievant "to teach an African American

⁴⁵ Award on Remand.

⁴⁶ Award on Remand at 4.

⁴⁷ Award on Remand at 4.

⁴⁸ Award on Remand at 4-5.

⁴⁹ Award on Remand at 5 (citing Request, Exhibit 5 at 91). §27.4.2 of the CBA states, "The selection for the position shall be made from only qualified applicants, regardless of their area of certification...."

⁵⁰ Award on Remand at 5 (citing CBA at §§2.4.1.2.2; 24.2.10; and 36.12.1.3).

⁵¹ Award on Remand at 5 (citing CBA at §4.2.7 "A Teacher requesting a transfer must possess the certification for the position prior to the transfer.").

⁵² Award on Remand at 5-6 (citing CBA §4.5.3.2).

⁵³ Award on Remand at 5-6.

⁵⁴ Award on Remand at 6 (quoting CBA §4.5.3.2).

⁵⁵ Award on Remand at 6.

⁵⁶ Award on Remand at 6.

History elective class to sixth, seventh, and eighth grade classes.”⁵⁷ The Arbitrator determined that “DCPS did not meet either burden.”⁵⁸

The Arbitrator stated that the second and third issues the Board identified were not presented at the hearing and thus, were not before the Arbitrator.⁵⁹ Regarding the fourth issue, the Arbitrator stated that he did not understand the Board’s request, as “[t]he Grievant was qualified and certified for the position from which he was excessed.”⁶⁰

V. Discussion

Section 1-605.02(6) of the D.C. Official Code permits the Board to modify, set aside, or remand a grievance arbitration award in only three narrow circumstances: (1) if an arbitrator was without, or exceeded his or her jurisdiction; (2) if the award on its face is contrary to law and public policy; or (3) if the award was procured by fraud, collusion or other similar and unlawful means.⁶¹ DCPS requests review of the Award on the grounds that the Award is contrary to law and public policy.⁶²

To set aside an award as contrary to law, the asserting party bears the burden to present applicable law that mandates that the arbitrator arrive at a different result.⁶³ Further, DCPS has the burden to demonstrate that the award itself violates established law or compels an explicit violation of “well defined public policy grounded in law and or legal precedent.”⁶⁴ The violation must be so significant that law and public policy mandate a different result.⁶⁵

The Board finds that the Award on Remand provides sufficient clarification for the Board to address DCPS’s arguments and render a decision.

⁵⁷ Award on Remand at 6.

⁵⁸ Award on Remand at 6.

⁵⁹ Award on Remand at 6-7

⁶⁰ Award on Remand at 7. The fourth issue the Board directed the Arbitrator to address was “DCPS’s argument that the Grievant was unqualified because of an absence of the appropriate certification when DCPS did not excess him on that basis.” This prompt corresponded to the second issue, which was WTU’s argument that, notwithstanding the D.C. certification requirement, DCPS either waived or postponed the requirement when the Grievant was first hired without being certified to teach in the District. Through these prompts, the Board directed the Arbitrator to discuss the Grievant’s lack of D.C. teaching certification when he was hired (with which DCPS did not take issue), compared to the Grievant’s lack of sixth-grade teaching certification post-excessing (which DCPS argued barred him from the vacancy). In the Award on Remand, the Arbitrator clarified that the second issue the Board identified was not presented at the hearing and thus, was not before the Arbitrator. The Board concludes that the closely related fourth issue was also not before the Arbitrator.

⁶¹ D.C. Official Code § 1-605.02(6).

⁶² Request at 2.

⁶³ *MPD and FOP/MPD Labor Comm.*, 47 D.C. Reg. 717, Slip Op. No. 633 at 3, PERB Case No. 00-A-04 (2000).

⁶⁴ *MPD v. FOP/MPD Labor Comm.*, 66 D.C. Reg. 6056, Slip Op. No. 1702 at 4, PERB Case No. 18-A-17 (2019).

⁶⁵ *Id.*

A. The Award is not contrary to law.

DCPS argued that the Award was contrary to law because the Arbitrator’s decision violated D.C. Official Code § 47-2853.04(a).⁶⁶ That provision states that public school teachers are among the occupations which “require regulation in order to protect public health, safety or welfare, or to assure the public that persons engaged in such occupations or professions have the specialized skills or training required to perform the services offered.”⁶⁷ As the finder of fact, the Arbitrator reviewed the evidence and determined that the Grievant possessed the necessary qualifications (i.e. “the specialized skills or training required”) to teach sixth-grade.⁶⁸

The Board has held that disagreement with the arbitrator’s interpretation of the parties’ contract does not render the award contrary to law and public policy, because the parties bargained for the arbitrator’s interpretation.⁶⁹ The Arbitrator’s conclusion does not conflict with D.C. Official Code § 47-2853.04(a), as that provision does not mention “certification.” Therefore, D.C. Official Code § 47-2853.04(a) does not mandate that the Arbitrator arrive at a different result.

DCPS argued that the Award was contrary to law because D.C. Official Code § 38-2601.01 establishes that the Office of the State Superintendent of Education (OSSE) has exclusive authority to set credentialing standards for teachers.⁷⁰ DCPS cited the principal’s testimony regarding the separate teaching certifications for sixth-grade and seventh-grade to support its argument that the Grievant did not meet the credentialing standard for the sixth-grade position.⁷¹ However, the principal also testified that the Grievant was hired “to teach an African American History elective class to sixth, seventh, and eighth grade classes.”⁷² DCPS did not acknowledge or address this testimony in its Request. DCPS has not demonstrated that the Arbitrator’s decision contravenes OSSE’s power under D.C. Official Code § 38-2601.01. Therefore, D.C. Official Code § 38-2601.01 does not mandate that the Arbitrator arrive at a different result.

DCPS further argued that “5-A DCMR § 1602(o), (bb) and (cc) authorize...OSSE to establish criteria for teachers specializing in ‘Elementary Education (Grades 1-6),’ ‘Middle School Education (Grades 4-8)’ and ‘Social Studies (Grades 7-12).”⁷³ DCPS argued these provisions demonstrate that the Grievant’s credentials to teach grades 7-12 do not make him eligible to teach sixth-grade.⁷⁴ 5-A DCMR § 1602.1 gives OSSE authority to “establish criteria for the preparation

⁶⁶ Request at 8-9.

⁶⁷ D.C. Official Code § 47-2853.04(a).

⁶⁸ Award at 32. *See e.g., MPD v. FOP/MPD Labor Comm.*, Slip Op. No. 1803, PERB Case No. 22-A-01 (2021) (holding that “[t]he Board does not act as a finder of fact nor does it substitute its judgment for that of the arbitrator on credibility determinations and the weight attributed evidence.”).

⁶⁹ *AFGE, Local 1975 v. DPW*, 48 D.C. Reg. 10955, Slip Op. No. 413 at 2-3, PERB Case No. 95-A-02 (2001) (citing *Teamsters Local Union No. 1714 a/w IBTCWHA, AFL-CIO and DOC*, 41 D.C. Reg. 1753, Slip Op. 304, PERB Case No. 91-A-06 (1994)).

⁷⁰ Request at 10-12.

⁷¹ Request at 6.

⁷² Award at 32.

⁷³ Request at 12.

⁷⁴ Request at 12.

of teachers in [those] sub-specializations.” However, 5-A DCMR § 1602 does not establish the criteria itself. Therefore, 5-A DCMR § 1602(o), (bb) and (cc) do not mandate that the Arbitrator arrive at a different result.

For the reasons stated, the Board finds that the Award is not contrary to law.

B. The Award is not contrary to public policy.

The Board’s scope of review is particularly narrow concerning the public policy exception.⁷⁵ A petitioner must first identify a public policy that “must be well defined and dominant,” and is to be ascertained “by reference to the laws and legal precedents and not from general considerations of supposed public interests.”⁷⁶ Once a well-defined public policy is identified, the petitioner must demonstrate that the arbitration award “compels” the violation of this explicit, well defined public policy.⁷⁷

DCPS argued that “the public policy of strict adherence to [D.C. Official Code § 47-2853.04(a)] is well-documented and can be observed most strikingly” when a party hires or subcontracts an unlicensed individual to perform work for which a license is required, and the hiring or subcontracting party does not have to pay for the work, despite having a contract to pay and knowing the individual is unlicensed.⁷⁸ DCPS argued that this precedent, in conjunction with the statute, demonstrates “that there is a strong public policy against allowing individuals to perform work unlicensed.”⁷⁹

One of the cases DCPS cited is *HVAC Specialist, Inc. v. Dominion Mech. Contractors, Inc.*, in which the D.C. Court of Appeals held that a group of refrigeration and air conditioning mechanics could not recover under a subcontract for renovation of a District school, due to lack of District licensure.⁸⁰ The court reasoned that § 47-2853.04(a)(29) requires licensure for refrigeration and air condition mechanics working in the District, and public policy requires adherence to that provision in order to protect the public.⁸¹ In *HVAC Specialist, Inc.*, the court heavily relied on *Sturdza v. United Arab Emirates*.⁸² DCPS also cited *Sturdza* in support of its argument concerning public policy.⁸³ In *Sturdza*, the court held that due to her lack of D.C. licensure, an architect was not entitled to compensation for work performed in the District.⁸⁴ The court found that § 47-2853.04(a)(1) requires licensure for architects who design and oversee

⁷⁵ *FOP/DOC Labor Comm. v. D.C. DOC*, 59 D.C. Reg. 9798, Slip Op. No. 1271 at p. 2, PERB Case No. 10-A-20 (2012).

⁷⁶ *Id.* (quoting *Am. Postal Workers Union v. USPS*, 789 F.2d 1, 8 (D.C. Cir. 1986)).

⁷⁷ *Id.*

⁷⁸ Request at 9 (citing *HVAC Specialist, Inc. v. Dominion Mech. Contractors, Inc.*, 201 A.3d 1205, 1210 (D.C. 2019); *Sturdza v. United Arab Emirates*, 11 A.3d 251, 257-258 (D.C. 2011)).

⁷⁹ Request at 10.

⁸⁰ 201 A.3d at 1207-1208.

⁸¹ *Id.* at 1210.

⁸² 11 A.3d 251.

⁸³ Request at 9-10.

⁸⁴ 11 A.3d at 258.

construction of buildings in the District.⁸⁵ The court determined that public policy required adherence to the licensure requirements for architects to ensure “the safety and well-being of those who work in and visit such buildings, and of neighboring property owners.”⁸⁶

Through its holdings in these cases, the Court of Appeals has established a public policy barring compensation for unlicensed work performed in the District where that work threatens the safety of the public. However, those cases are not analogous to the facts of the present case. The distinction is that DCPS’s argument relies on “general considerations of supposed public interest,” as opposed to the court’s specific concerns regarding the physical safety of the public.

Additionally, this case does not concern unlicensed work. Rather, it concerns the provision of the parties’ CBA which gives excessed teachers the opportunity to fill vacancies for which they are qualified. The Arbitrator principally found that a teacher can be qualified for a position even if that teacher is not yet certified.⁸⁷ Pursuant to DCPS’s website, teachers who lack proper certification are nonetheless eligible to apply for teaching positions.⁸⁸ Thus, where DCPS hires an uncertified teacher, the teacher is afforded time to obtain appropriate certification.⁸⁹ WTU acknowledged that the Grievant did not hold a D.C. certification at the time he was hired to the seventh-grade position.⁹⁰ The Board does not find any reason why this certification protocol would not apply equally to the Grievant’s current situation. DCPS has failed to demonstrate that the Award “compels” the violation of explicit, well defined public policy.

For the reasons stated, the Board finds that the Award is not contrary to public policy.

VI. Conclusion

The Arbitrator’s findings are reasonable based on the CBA, DCPS’s own standards, and DCPS’s conduct toward the Grievant during his previous service for the school district. The Board rejects DCPS’s arguments and finds no cause to modify, set aside, or remand the Award. Accordingly, DCPS’s Request is denied, and the matter is dismissed in its entirety.

⁸⁵ *See Id.* at 254-255, fn. 13.

⁸⁶ *Id.* at 254-255 (citing *Dunn v. Finlayson*, 104 A.2d 830, 832 (D.C.1954)).

⁸⁷ *See generally*, Award on Remand.

⁸⁸ *Teacher Certification and Licensing*, DCPS, <https://dcps.dc.gov/page/teacher-certification-and-licensing>.

⁸⁹ *See Id.*

⁹⁰ Opposition at 3.

ORDER

IT IS HEREBY ORDERED THAT:

1. The arbitration review request is denied.
2. Pursuant to Board Rule 559.1, this Decision and Order is final upon issuance.

BY ORDER OF THE PUBLIC EMPLOYEE RELATIONS BOARD

By vote of Board Chairperson Douglas Warshof and Members Renee Bowser, Mary Anne Gibbons, and Peter Winkler.

February 21, 2023

Washington, D.C.

APPEAL RIGHTS

Pursuant to Board Rule 559.2, a party may file a motion for reconsideration, requesting the Board reconsider its decision. Additionally, a final decision by the Board may be appealed to the District of Columbia Superior Court pursuant to D.C. Official Code §§ 1-605.2(12) and 1-617.13(c), which provides 30 days after a decision is issued to file an appeal.