

Notice: This decision may be formally revised within thirty days of issuance before it is published in the District of Columbia Register. Parties should promptly notify this office of any errors so that they may be corrected before publishing the decision. This notice is not intended to provide an opportunity for a substantive challenge to the decision.

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

_____	)	
In the Matter of:	)	
	)	
Washington Teachers Union	)	
	)	
Complainant	)	
	)	PERB Case No. 24-U-19
v.	)	
	)	Opinion No. 1920
District of Columbia Public Schools	)	
	)	<b>CORRECTED COPY</b>
Respondent	)	
_____	)	

**DECISION AND ORDER**

**I. Statement of the Case**

On March 28, 2024, the Washington Teachers Union (WTU) filed an unfair labor practice complaint against the District of Columbia Public Schools (DCPS), alleging that DCPS violated D.C. Code § 1-617.04(a)(5) of the Comprehensive Merit Personnel Act (CMPA) by refusing to negotiate over dozens of topics, including provisions relating to basic work scheduling, working conditions, health and safety, paid leave, and teachers' ability to consult with management on a non-binding basis. On April 17, 2024, DCPS filed its answer admitting to certain allegations in the complaint and denying others. On May 22, 2024, WTU filed an amended complaint (Complaint).<sup>1</sup> On June 5, 2024, DCPS filed its amended Answer. On June 7, 2024, PERB accepted the amended pleadings into the record.

A hearing was held on the matter. Both parties submitted post hearing briefs. On April 23, 2025, the Hearing Examiner issued a corrected Report and Recommendations (Report), finding that DCPS committed an unfair labor practice by refusing to bargain in good faith with WTU

---

<sup>1</sup> The amended Complaint contains additional allegations regarding non-negotiability declarations that DCPS made during a May 21, 2024, bargaining session between the parties.

during the negotiations for the parties' successor term Collective Bargaining Agreement (CBA).<sup>2</sup> DCPS filed Exceptions to the Report. WTU filed an Opposition to the Exceptions.

For the reasons stated herein, the Board adopts the Hearing Examiner's Report and finds that DCPS violated D.C. Code § 1-617.04(a)(5) by refusing to bargain in good faith with WTU.

## **II. Hearing Examiner's Report and Recommendations**

### **A. Factual Findings**

The Hearing Examiner made the following factual findings. WTU has been certified as the exclusive representative for teachers and other employees rendering educational services for DCPS.<sup>3</sup> The prior CBA, which was effective from October 1, 2020, to September 30, 2023, is still binding<sup>4</sup> and covers approximately 5400 teachers.<sup>5</sup> This case arises from the parties' negotiations for a successor term CBA.<sup>6</sup>

From June through September of 2023, WTU submitted proposals concerning topics not covered in the prior CBA.<sup>7</sup> On November 29, 2023, DCPS provided its counterproposals, asserted that certain provisions of the prior CBA were non-negotiable based on management rights, asserted that a new proposal from WTU was non-negotiable, and sought to delete additional provisions of the prior CBA.<sup>8</sup> On December 30, 2024, DCPS asserted that additional portions of the prior term CBA were non-negotiable.<sup>9</sup> The parties exchanged proposals back and forth over various topics in February and March 2024.<sup>10</sup> A bargaining session took place on March 26, 2024.<sup>11</sup>

On April 1, 2024, WTU filed negotiability appeals in PERB Case Nos. 24-N-08 and 24-N-09.<sup>12</sup> On April 3, 2024, WTU filed negotiability appeals in PERB Case Nos. 24-N-04, 24-N-05, 24-N-06, and 24-N-07.<sup>13</sup> These six appeals were consolidated on April 5, 2024, and PERB Case No. 24-N-04 was designated as the lead case.<sup>14</sup> On May 8, 2024, DCPS filed its answer to WTU's consolidated negotiability appeals.<sup>15</sup> DCPS had previously identified twenty-three (23) provisions

---

<sup>2</sup> The Hearing Examiner first issued an initial report and recommendations on April 2, 2025. The Report referenced herein corrected typographical errors identified in the initial report.

<sup>3</sup> Report at 3; Union Ex. 20.

<sup>4</sup> Article 41.1 of the prior CBA establishes that it shall "remain in full force and effect during the period of any negotiations" for a successor agreement.

<sup>5</sup> Report at 3; Union Ex. 1; Union Ex. 38.

<sup>6</sup> Report at 3.

<sup>7</sup> Report at 3.

<sup>8</sup> Report at 3.

<sup>9</sup> Report at 4.

<sup>10</sup> Report at 4.

<sup>11</sup> Report at 5.

<sup>12</sup> Report at 5.

<sup>13</sup> Report at 5.

<sup>14</sup> Report at 5. On July 29, 2024, the parties submitted a Joint Stipulation of Partial Dismissal, asserting that DCPS withdrew its non-negotiability declarations on Article 20 in PERB Case No 24-N-05.

<sup>15</sup> Report at 5.

and three Memoranda of Agreement as non-negotiable.<sup>16</sup> In its answer, DCPS withdrew its declaration of non-negotiability regarding two Memoranda of Agreement and portions of three Articles and agreed to negotiate over the topics.<sup>17</sup>

On May 28, 2024, the Union filed a negotiability appeal in PERB Case No. 24-N-11.<sup>18</sup> On July 23, 2024, WTU filed a negotiability appeal in DC PERB Case No. 24-N-13.<sup>19</sup> These two negotiability appeals were consolidated under PERB Case No. 24-N-11 on August 28, 2024.<sup>20</sup> WTU withdrew its declaration of non-negotiability on several issues while the appeals were pending in the second consolidated negotiability appeal.<sup>21</sup> On June 17, 2024, DCPS submitted its answer in PERB Case No. 24-N-11.<sup>22</sup> On August 12, 2024, DCPS filed its answer in Case No. 24-N-13.<sup>23</sup>

On August 20, 2024, the Board issued a decision in the consolidated negotiability cases 24-N-04 *et seq.*, upholding some of DCPS' declarations of non-negotiability and finding seven (7) of WTU's proposals to be negotiable.<sup>24</sup> WTU filed a motion for reconsideration of the Board's decision in the consolidated cases, which was denied.<sup>25</sup> On October 17, 2024, the Board issued a decision in consolidated negotiability cases No. 24-N-11 and 24-N-13, upholding some of DCPS' declarations of non-negotiability and finding three (3) of WTU's proposals to be negotiable.<sup>26</sup>

In sum, in its two consolidated negotiability appeals, the Board determined that DCPS was obligated to negotiate with WTU over proposals concerning:<sup>27</sup>

Working conditions in schools, including procedures for changes to working conditions in schools and limiting interruptions of teacher's work; Providing teachers a copy of their evaluation, a copy of the evaluation process, and professional development regarding the evaluation process; Compensation related to extensions of the work day and work year; Committee recommendations regarding school counselor positions; Workload provisions; Procedures related to excessing and transferring teachers; Access to restrooms.

---

<sup>16</sup> Report at 5-6.

<sup>17</sup> Report at 5-6.

<sup>18</sup> Report at 6.

<sup>19</sup> Report at 6.

<sup>20</sup> Report at 6. On June 20, 2024, WTU filed a negotiability appeal in PERB Case No. 24-N-12 concerning compensation proposals. DCPS filed its response to the negotiability appeal, withdrawing its allegations of non-negotiability, and the case was shortly dismissed thereafter.

<sup>21</sup> Report at 6.

<sup>22</sup> Report at 6.

<sup>23</sup> Report at 7.

<sup>24</sup> Report at 7; *WTU v. DCPS*, Slip Op. No. 1884 at 7, PERB Case No. 24-N-04 (2024).

<sup>25</sup> Report at 7; *WTU v. DCPS*, 72 D.C. Reg., Slip Op. No. 1897, PERB Case No. 24-N-04 (2025).

<sup>26</sup> Report at 7.

<sup>27</sup> Report at 8.

The parties agreed to a new successor term CBA.<sup>28</sup>

## **B. Issues and Recommendations**

The Hearing Examiner noted that the issue in this case was whether DCPS committed an unfair labor practice by refusing to bargain in good faith with WTU during the negotiations for the successor term CBA, and if so, what the appropriate remedy was.<sup>29</sup>

WTU argued before the Hearing Examiner that DCPS flatly refused to bargain for months over proposals that the Board had previously held were negotiable, in violation of D.C. Code § 1-617.04(a)(5).<sup>30</sup> WTU further asserted that DCPS violated its duty to bargain by delaying negotiation on negotiable proposals.<sup>31</sup> WTU argued that DCPS' complete refusal to bargain over the proposals was a violation of the CMPA regardless of whether it did so in good faith because a party cannot "bargain in good faith" if they refuse to bargain at all.<sup>32</sup> However, to the extent that motive is relevant to finding a violation of D.C. Code § 1-617.04(a)(5), WTU argued that DCPS did not bargain in good faith because (1) DCPS declared topics non-negotiable where it knew or should have known the topics were negotiable under PERB precedent,<sup>33</sup> and (2) even where PERB precedent was not directly on point, many of DCPS's nonnegotiable declarations were facially unreasonable based on a fair reading of the CMPA.<sup>34</sup>

DCPS argued that its reasoning in declaring a proposal to be non-negotiable does not always have to be upheld by the Board for the declaration to be considered made in "good faith."<sup>35</sup> DCPS argued that such a rule would create a per se unfair labor practice claim every single time a negotiability appeal is filed, which would have the effect of chilling an agency's rights under the CMPA.<sup>36</sup> DCPS also argued that the negotiability appeal process under Board Rule 532 is the proper method of relief for this matter, rather than an unfair labor practice complaint.<sup>37</sup> DCPS asserted that its declarations of non-negotiability were reasonable and made in good faith.<sup>38</sup>

The Hearing Examiner rejected DCPS' assertion that an unfair labor practice complaint is not the proper procedure for this case.<sup>39</sup> The Hearing Examiner noted that the determination of whether a party bargained in good faith differs from whether any subject matter or proposal is

---

<sup>28</sup> Report at 8.

<sup>29</sup> Report at 12.

<sup>30</sup> WTU's Post Hearing Brief at 9-10.

<sup>31</sup> WTU's Post Hearing Brief at 10.

<sup>32</sup> WTU's Post Hearing Brief at 11.

<sup>33</sup> WTU's Post Hearing Brief at 13.

<sup>34</sup> WTU's Post Hearing Brief at 17.

<sup>35</sup> DCPS Post Hearing Brief at 5.

<sup>36</sup> DCPS Post Hearing Brief at 5.

<sup>37</sup> DCPS Post Hearing Brief at 8-10.

<sup>38</sup> DCPS Post Hearing Brief at 10.

<sup>39</sup> Report at 12.

negotiable.<sup>40</sup> While the latter is the subject of a negotiability appeal, the Hearing Examiner found that the issue of whether a party negotiated in good faith can properly be raised through the unfair labor practice procedures.<sup>41</sup> Therefore, the Hearing Examiner found that WTU was not obligated to choose between the negotiability appeals procedure and the unfair labor practice procedure under the CMPA, and the refusal to bargain allegations were properly raised under the unfair labor practice provisions of the CMPA.<sup>42</sup>

The Hearing Examiner found no evidence that DCPS engaged in “surface bargaining,” or that the parties’ informal negotiations sessions, in and of themselves, were indicia of a failure to bargain in good faith by DCPS.<sup>43</sup> The Hearing Examiner also rejected WTU’s argument that it did not need to show a lack of good faith.<sup>44</sup> The Hearing Examiner found that record evidence did not show that DCPS totally failed to negotiate with the Union for the successor term CBA.<sup>45</sup>

The Hearing Examiner noted that D.C. Code § 1-617.04(a)(5) prohibits an agency from “[r]efusing to bargain collectively in good faith with the exclusive representative” of its employees.<sup>46</sup> The Hearing Examiner noted that the Board has adopted the National Labor Relations Board (NLRB)’s standard of examining the totality of a party’s conduct during bargaining both at and away from the table in interpreting the “good faith” standard in the course of collective bargaining.<sup>47</sup> Under this standard, the Hearing Examiner noted that whether good faith bargaining occurred during negotiations is based on the context of what occurred between the parties during the course of negotiations and depends on the totality of the evidence.<sup>48</sup>

The Hearing Examiner found that there was no Board precedent on whether an agency’s refusal to bargain in good faith over proposals made by a union, which are substantially like proposals previously found negotiable by the Board, constitutes an unfair labor practice under the CMPA.<sup>49</sup> The Hearing Examiner noted that, where the Board has no set precedent on an issue, it looks to precedent set by other labor relations authorities, such as the NLRB and the Federal Labor Relations Authority (FLRA).<sup>50</sup> Based on FLRA precedent, the Hearing Examiner determined that once a proposal has been determined by the Board to be negotiable under the CMPA, it is a

---

<sup>40</sup> Report at 12.

<sup>41</sup> Report at 12.

<sup>42</sup> Report at 14.

<sup>43</sup> Report at 15.

<sup>44</sup> Report at 16.

<sup>45</sup> Report at 16.

<sup>46</sup> Report at 13.

<sup>47</sup> Report at 13 (citing *AFGE v. DDS*, 59 D.C. Reg. 10771, Slip Op. No. 1284, PERB Case No. 09-U-56 (2012)).

<sup>48</sup> Report at 13.

<sup>49</sup> Report at 18.

<sup>50</sup> Report at 18.

violation of the duty to bargain in good faith for an agency to refuse to negotiate in good faith on that proposal or a proposal without material difference.<sup>51</sup>

The Hearing Examiner held that, under the totality of the circumstances, DCPS failed to bargain in good faith with WTU during the negotiations for the successor term CBA.<sup>52</sup> The Hearing Examiner found that in at least four instances, DCPS declared provisions to be non-negotiable where PERB precedent had previously held the same or substantially similar proposals to be negotiable.<sup>53</sup> The Hearing Examiner determined that DCPS continued its position of non-negotiability and refused to bargain over subjects previously found negotiable by the Board until the Board found against DCPS in the consolidated negotiability appeals.<sup>54</sup> The Hearing Examiner found that DCPS' conduct led to negotiability appeals over topics that the Board has long settled must be negotiated.<sup>55</sup>

The Hearing Examiner also noted that DCPS' non-negotiability declaration over "premium pay" compensation directly contradicted language in D.C. Official Code § 1-617.17(b) of the CMPA, and found it to be another instance where DCPS declared a topic to be non-negotiable that clearly fell within its obligation to bargain during negotiations for the successor term CBA.<sup>56</sup>

The Hearing Examiner found certain other conduct by DCPS during the negotiations for the successor term CBA to be indicia of a failure to negotiate in good faith.<sup>57</sup> The Hearing Examiner found the sheer number of non-negotiability declarations that DCPS withdrew after WTU filed its negotiability appeals to be a sign that DCPS did not thoroughly review a fair number of WTU's proposals to determine DCPS' obligation to bargain.<sup>58</sup> The Hearing Examiner determined this to be an indicator of DCPS' failure to bargain in good faith.<sup>59</sup> The Hearing Examiner also found that DCPS initially declared several provisions as non-negotiable topics, only to later change its position in response to the Union's negotiability appeals.<sup>60</sup> The Hearing Examiner found this supportive of a failure to negotiate in good faith.<sup>61</sup>

Finally, the Hearing Examiner found evidence that (1) in many instances, whether during the negotiations sessions or in the exchange of proposals, DCPS simply declared provisions to be

---

<sup>51</sup> Report at 18-19 (citing *U.S. Dep't of the Army Fort Stewart Schs. Fort Stewart, Ga. v. Fort Stewart Ass'n of Educators Nat'l Educ. Ass'n*, 37 FLRA 409, 419 (Sept. 21, 1990); *Air Force Academy and AFGE, Local 1867*, 6 FLRA 548, 557-558 (1981); *Department of Army, Fort Stewart and Fort Stewart Association of Educators, NEA*, 37 FLRA 409, 420 (1990)).

<sup>52</sup> Report at 18.

<sup>53</sup> Report at 19.

<sup>54</sup> Report at 19.

<sup>55</sup> Report at 21.

<sup>56</sup> Report at 21.

<sup>57</sup> Report at 21.

<sup>58</sup> Report at 21.

<sup>59</sup> Report at 21.

<sup>60</sup> Report at 22.

<sup>61</sup> Report at 22.

non-negotiable based on management rights without a more thorough explanation to WTU; (2) DCPS declared a very substantial number of provisions in the prior term CBA to be non-negotiable; (3) DCPS' lead negotiator did not perform thorough legal research on a fair number of WTU's proposals; and (4) DCPS failed to adequately explore and discuss WTU's position to determine the intent and meaning of WTU's proposals.<sup>62</sup>

The Hearing Examiner agreed with DCPS that the Board's decision in the negotiability appeals does not create a per se unfair labor practice claim.<sup>63</sup> The Hearing Examiner noted that he did not find DCPS' conduct constituted a refusal to bargain in good faith simply because rulings were found against DCPS in the consolidated negotiability appeals.<sup>64</sup> The Hearing Examiner also found no evidence that DCPS was attempting to delay reaching the final terms of the successor term CBA.<sup>65</sup>

On the issue of remedy, the Hearing Examiner recommended that the Board order DCPS to issue and post a notice of unfair labor practice, cease and desist from refusing to bargain, and bargain forthwith in good faith with WTU.<sup>66</sup> The Hearing Examiner further recommended the Board direct the parties to file supplemental briefs to address whether reasonable costs are in the interest of justice in this case, unless the parties separately reached a settlement on the payment of costs in this matter.<sup>67</sup>

### III. Discussion

The Board will affirm a hearing examiner's findings and recommendations if they are reasonable, supported by the record, and consistent with Board precedent.<sup>68</sup> The Board has long held that issues of fact concerning the probative value of evidence and credibility resolutions are reserved to the hearing examiner.<sup>69</sup> Mere disagreements with a Hearing Examiner's findings or challenging the Examiner's findings with competing evidence do not constitute proper exceptions if the record contains evidence supporting the Hearing Examiner's conclusions.<sup>70</sup>

---

<sup>62</sup> Report at 22.

<sup>63</sup> Report at 23.

<sup>64</sup> Report at 23.

<sup>65</sup> Report at 23-24.

<sup>66</sup> Report at 24-26.

<sup>67</sup> Report at 26.

<sup>68</sup> *WTU, Local 6 v. DCPS*, 65 D.C. Reg. 7474, Slip Op. No. 1668 at 6, PERB Case No. 15-U-28 (2018); *see also AFGE, Local 1403 v. D.C. OAG*, 59 D.C. Reg. 3511, Slip Op. No. 873, PERB Case No. 05-U-32 and 05-UC-01 (2012).

<sup>69</sup> *AFGE, Local 631 v. OLRBCB*, 68 D.C. Reg. 2979, Slip Op. No. 1767 at 4, PERB Case No. 20-U-23 (2021); *AFSCME, Local 2087 v. UDC*, 67 D.C. Reg. 8903, Slip Op. No. 1751 at 4, PERB Case No. 18-U-03 (2020); *Council of Sch. Officers, Local 4 v. DCPS*, 59 D.C. Reg. 6138, Slip Op. No. 1016 at 6, PERB Case No. 09-U-08 (2010); *Hatton v. FOP/DOC Labor Comm.*, 47 D.C. Reg. 769, Slip Op. No. 451 at 4, PERB Case No. 95-U-02 (1995).

<sup>70</sup> *Hoggard v. DCPS*, 46 D.C. Reg. 4837, Slip Op. No. 496 at 3, PERB Case No. 95-U-20 (1999).

DCPS takes exception to the Hearing Examiner's findings that (1) DCPS' withdrawal of declarations of non-negotiability after WTU filed negotiability appeals is an indicator of a failure to bargain in good faith; (2) DCPS' lack of explanation to WTU regarding non-negotiability was an indicator of a failure to bargain in good faith; (3) DCPS' refusal to explore and discuss WTU's position to determine intent and meaning was an indicator of a failure to bargain in good faith; (4) DCPS declaring provisions that appeared the prior CBA to be non-negotiable for the successor CBA was an indicator of a failure to bargain in good faith; (5) the existence of PERB precedent dealing with proposals similar to those that DCPS declared non-negotiable is grounds for a finding that DCPS failed to bargain in good faith; and (6) the totality of the circumstances indicated that DCPS failed to bargain in good faith with WTU during the negotiations for the successor CBA.<sup>71</sup>

As the Hearing Examiner noted, the Board's precedent in interpreting good faith under D.C. Code § 1-617.04(a)(5) requires examination of the totality of a party's conduct, both at and away from the table, to determine if negotiations have been used to frustrate or avoid mutual agreement.<sup>72</sup> The Board has held that a single factor, standing alone, will not generally demonstrate bad faith.<sup>73</sup>

The Hearing Examiner's determinations—that DCPS withdrew its declarations of non-negotiability after WTU filed negotiability appeals, failed to provide explanations to WTU regarding non-negotiability, refused to explore and discuss WTU's position to determine intent and meaning, declared provisions that appeared the prior CBA to be non-negotiable for the successor CBA, and disregarded the existence of PERB precedent dealing with proposals similar to those that DCPS declared non-negotiable—collectively indicated bad faith bargaining. The Hearing Examiner's consideration of these factors and overall determination was reasonable, supported by the record, and consistent with Board precedent.<sup>74</sup>

DCPS argues in its Exceptions that the Hearing Examiner erred by failing to consider other significant facts of the case, including the total outcomes of the negotiability appeals before the Board and the indisputable fact that DCPS negotiated on proposals even after the Board determined it had no legal obligation to do so.<sup>75</sup> DCPS argues that the Hearing Examiner's conclusions are seemingly based not on the totality, but instead on a sliver of the circumstances.<sup>76</sup> DCPS's arguments are mere disagreements with the Hearing Examiner's conclusions.<sup>77</sup>

---

<sup>71</sup> DCPS Exceptions at 1.

<sup>72</sup> *DCPS v. WTU*, 68 D.C. Reg. 6745, Slip Op. No. 1792 at 4, PERB Case No. 20-U-29 (2021); *AFGE v. DDS*, Slip Op. No. 1284 at 3.

<sup>73</sup> *DCPS v. WTU*, Slip Op. No. 1792 at 4; *AFGE v. DDS*, Slip Op. No. 1284 at 3.

<sup>74</sup> *WTU, Local 6 v. DCPS*, 65 D.C. Reg. 7474, Slip Op. No. 1668 at 6, PERB Case No. 15-U-28 (2018); *see also AFGE, Local 1403 v. D.C. OAG*, 59 D.C. Reg. 3511, Slip Op. No. 873, PERB Case No. 05-U-32 and 05-UC-01 (2012).

<sup>75</sup> DCPS Exceptions at 13.

<sup>76</sup> DCPS Exceptions at 13.

<sup>77</sup> *Hoggard v. DCPS*, 46 D.C. Reg. 4837, Slip Op. No. 496 at 3, PERB Case No. 95-U-20 (1999).



For these reasons, the Board adopts the Hearing Examiner's determinations in this case and finds that DCPS committed an unfair labor practice in violation of D.C. Code § 1-617.04(a)(5) by failing to bargain in good faith with WTU over a successor CBA.

### **ORDER**

#### **IT IS HEREBY ORDERED THAT:**

1. The District of Columbia Public Schools shall bargain in good faith with the Washington Teachers' Union when negotiating for a successor term collective bargaining agreement;
2. The District of Columbia Public Schools shall cease and desist from refusing to bargain in good faith with the Washington Teachers' Union concerning negotiations for a successor term collective bargaining agreement;
3. The District of Columbia Public Schools shall cease and desist from interfering with, restraining, or coercing, in any like or related manner, employees represented by Washington Teachers' Union, in the exercise of rights guaranteed by the Comprehensive Merit Personnel Act;
4. Within ten (10) days from service of this Decision and Order, the District of Columbia Public Schools shall post the attached notice conspicuously where notices to bargaining unit employees in this bargaining unit are customarily posted and electronically distribute to each bargaining unit member the notice through email or similar means in which notices are customarily distributed. Once posted, the Notice must remain posted until thirty (30) days after all bargaining unit members return to work;
5. The District of Columbia Public Schools shall notify the Board of the posting within fourteen (14) days after issuance of the Decision and Order requiring posting;
6. Absent settlement of the costs issue, within 14 days of service of this Decision and Order, the parties shall file with the Board a brief addressing whether the payment of costs by the District of Columbia Public Schools to the Washington Teachers Union is in the interest of justice; and
7. 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 Acting Board Chairperson Peter Winkler and Members Renee Bowser and Mary Anne Gibbons.

**June 24, 2025**

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.