Collective Bargaining Agreement

between

Arlington Public Schools

and

Arlington Education Association—
Licensed Unit

Effective:

July 2024 through June 2027

Table of Contents

Article 1: Definitions	3
Article 2: Recognition and Coverage	4
Article 3: Precedence of Agreement	6
Article 4: Union Rights	7
Article 5: School Board Authority	8
Article 6: Dues Deduction	9
Article 7: Contracts and Work Schedules	10
Article 8: Emergency Closings	14
Article 9: Holidays	16
Article 10: Departmental and Instructional Lead Selection	17
Article 11: Transfers	18
Article 12: Probationary Period	19
Article 13: Personnel Records	21
Article 14: Resignation	22
Article 15: Assignment of Teachers	23
Article 16: Special Education	24
Article 17: Physical Environment	25
Article 18: Employee Dress Standards, Safety Equipment and Identification Badges	26
Article 19: Transgender and Gender Diverse Employees	27
Article 20: Employee Communication in Native Language	29
Article 21: Salary	30
Article 22: Advancement on Salary Schedules	31
Article 23: Payroll Procedures	32
Article 24: Pay Setting	33
Article 25: Employee Health and Dental Insurance	35
Article 26: Scholarships	38
Article 27: Other Benefits	39
Article 28: Annual Leave	40
Article 29: Personal Leave	42
Article 30: Sick Leave	13

Article 31: Bereavement Leave	46
Article 32: Leave of Absence	47
Article 33: Absent Without Leave	51
Article 34: Paid Parental Leave	52
Article 35: Workers' Compensation Leave	53
Article 36: Military Leave	54
Article 37: Professional Leave	56
Article 38: Study Leave	57
Article 39: Leave for Religious Observances	58
Article 40: Other Leave	59
Article 41: Sick Leave Donations	61
Article 42: Organizational Leave	62
Article 43: Evaluation	63
Article 44: Staff Reductions – ITCs	64
Article 45: Staff Reductions –Teachers	65
Article 46: Disciplinary and Corrective Action	68
Article 47: Grievance Procedures	71
Article 48: Severability	79
Article 49: Duration of Agreement	80

Article 1: Definitions

Parties to this Agreement

- APS: Arlington Public Schools or its representatives
- Board: the School Board of Arlington Public Schools
- AEA: Arlington Education Association, the exclusive representative of Licensed personnel at APS
- Licensed Personnel: a designation of APS employees, created by APS' Collective Bargaining Resolution, to allow said employees to engage in collective bargaining through an exclusive representative (current AEA)
 - See also Article 2 Recognition and Coverage—clause B
- Employee: an active employee of Arlington Public Schools who is part of the Licensed Personnel Bargaining Unit
 - o The terms "Member", "Unit Member", or "Bargaining Unit Member" are interchangeable with "Employee" in this Agreement

Other Terms

- Day: unless otherwise specified, "day" is understood to mean a calendar day
- Business Day: a day that APS Central Office is open
- Fiscal Year or FY: APS' fiscal year begins July 1 of one calendar year and ends June 30 of the following calendar year
 - o Ex: "FY25" runs from July 1, 2024 through June 30, 2025
- ITC: Instructional Technology Coordinator
- VRS: Virginia Retirement System

Article 2: Recognition and Coverage

A. Recognition

APS recognizes AEA as the exclusive bargaining representative for the purpose of collective bargaining, over wages, benefits, and terms and conditions of employment, including procedures, consistent with state law and regulations, to resolve Employee grievances, but excluding identification of actual conduct that is subject to discipline and the setting of any disciplinary action, with good faith intent to reach an agreement regarding the above listed subjects, for the employees in this bargaining unit referred to as "Licensed Personnel," conditioned on the appropriation of funds to the School Board. Collective bargaining shall not mean negotiation as to matters controlled or preempted by any federal or state constitutional provision, law, rule or regulation.

- B. Licensed Personnel means any non-administrative Employee whose school employment requires a license from the Virginia Department of Education or Virginia Department of Health Professions, excluding Confidential personnel. This includes, but is not limited to:
 - Teachers
 - School Counselors
 - Specialists
 - Librarians
 - Instructional Technology Resource Teachers (ITRTs)/ Instructional Technology Coordinators (ITCs)
 - School Psychologists
 - Social Workers
 - Speech Pathologists
 - Department Chairs
- C. Confidential personnel means any individual who, in the course of their employment:
 - Has access to confidential APS personnel files or other confidential APS information (including budgetary and fiscal data) subject to use by APS in collective bargaining matters;
 - Assist and acts in a confidential capacity to employees who formulate, determine, and effectuate school policies in the area of employee relations.

This includes, but is not limited to, any employee who works in:

- Any office of the School Board member to include:
 - i. The Clerk;
 - ii. The Deputy Clerk; and
 - iii. Internal Audit Director.
- Office of the Superintendent
- All Assistant Superintendents
- Superintendent's Cabinet
- Division Counsel and any direct reports in the Office of Division Counsel

- All Directors in Human Resources
- Director of Labor Relations and any direct reports
- Finance & Management Services to include:
 - i. Finance Director; and
 - ii. Budget Director
- Or who performs work in a position, wherever assigned, with authorized access to confidential information pertaining to APS budgetary or fiscal data or confidential personnel information pertaining to collective bargaining matters.

Article 3: Precedence of Agreement

The provisions of this Agreement shall supersede any School Board policies and policy implementation procedures (PIPs) pertaining to the specific provisions herein, to the extent that such provisions in this Agreement are lawful and are inconsistent with such policies and PIPs.

Article 4: Union Rights

A. Bargaining Unit Information Requests

No later than thirty (30) business days following a written request from AEA, APS shall make available information relevant to the administration or negotiations of a collective bargaining agreement or to the bargaining unit members' wages, benefits and terms and conditions of employment. This includes, but is not limited to:

- Bargaining unit members' names, and worksites; length of service; salary grade and scale; work email address;
- · School vacancies and budgets.

As an exception, any such information that is confidential or otherwise protected from disclosure need not be shared.

- B. APS shall notify AEA of proposed changes to APS policy or PIP that may affect bargaining unit members' wages, benefits and terms and conditions of employment.
- C. AEA may designate any individual or individuals as its representatives to engage in collective bargaining negotiations.

D. Access

APS shall provide AEA reasonable access to the Employees that they represent provided that such access does not interfere with the operation of the school/facility or the Employee's performance of job dues. Such access shall include:

- The right to conduct worksite meetings during meal periods and other breaks, as well as before and after the workday; and
- The right to address newly hired Employees on paid time for a maximum of thirty (30) minutes within thirty (30) business days of hire, during new employee orientations, or if no new employee orientation is held, at individual or group meetings. The structure and manner of such access to new Employee orientations shall be determined through mutual agreement with the Director of Labor Relations.
- Individuals who are serving in a leadership capacity for AEA shall be permitted to
 communicate with Employees concerning collective bargaining, the administration of the
 collective bargaining agreement, grievances, other workplace issues, or internal AEA matters
 provided such communications are not sent from the employer's email systems or other
 communications systems commonly used at the workplace.
- AEA shall have the right to send and receive mail through APS inter-office mail.
- AEA shall have the use of a bulletin board in a staff lounge or break room at each worksite for the posting of notices and other information regarding AEA business.

Article 5: School Board Authority

No provision of this Agreement shall be deemed in any way to limit or diminish the authority of the School Board to manage and direct the operations and activities to the full extent of the law. The School Board retains all rights, including but not limited to, the right to:

- Hire, promote, transfer, assign, retain, supervise, evaluate, schedule, and classify all Employees; and suspend, demote, discharge, or take other disciplinary action against Employees for cause; and establish criteria for all such actions listed herein and make the ultimate decision as to which Employee(s) such actions will apply;
- 2. Determine the nature and scope of the work to be performed by School Board Employees, including the number of Employees hired to perform such work;
- Determine matters of inherent managerial policy which include, but are not limited to areas of discretion or policy such as the functions and programs of the School Board, standards of services, its budget, utilization of technology, and organizational structure;
- Relieve employees from duties by layoff or other reduction-in-force measures due to lack of work, changed working conditions/requirements, enrollment, budget limitations or for other reasons in the School Board's sole discretion and not prohibited by law;
- 5. Establish and change standards of behavior or performance, job qualifications, and job descriptions;
- 6. Determine the goals, objectives, functions, structure, and supervision of departments, divisions, and offices of the School Board and APS;
- 7. Do all the things reasonable and necessary to carry out the mission of the School Board in emergencies declared in accordance with applicable federal, state, or local laws, regulations and policies;
- 8. Exercise its authority pursuant to Article 8, section 7 of the Constitution of Virigina, and
- Establish the school division budget and expend appropriated funds in the School Board's sole discretion.

Article 6: Dues Deduction

- A. Employees have the right, but are not required, to join AEA as a condition of employment.
- B. For Employees represented by AEA under this agreement, the School Board shall honor a payroll deduction authorization only for dues and fees paid to AEA.
- C. The School Board shall honor Employees' authorization for payroll deduction of AEA dues. Authorization may be in any form, including those that satisfy the Uniform Electronic Transactions Act (Va. Code § 59.1-479, et seq.), including without limitation electronic authorizations and voice authorizations.
- D. Unless AEA otherwise directs, the Employees' request to cancel or change authorizations for payroll deductions shall be directed to AEA and not the School Board. AEA shall be responsible for processing these requests in accordance with the terms of authorization. An Employee's payroll deduction authorization shall remain in effect until the Employee revokes the authorization pursuant to the terms of the authorization.
- E. AEA shall provide to the School Board a copy of all Employees' consent to payroll deductions.
- F. AEA shall indemnify the School Board for any disputed deductions made by an Employee for deductions in reliance on that authorization.
- G. Nothing shall prohibit AEA from collecting dues directly from Employees.

Article 7: Contracts and Work Schedules

A. Definition

- 1. Full-time employee A full-time employee is one whose total position with APS is at least 1.00.
- 2. Part-time employee A part-time employee is one whose total position with APS is less than a 1.00 full-time position. A part-time teacher is employed under an annual contract.

B. Extra Duty Assignments

Individuals who serve in extra duty assignments and who are regular APS employees can expect to continue in those assignments unless notified otherwise within forty-five days after the end of the assignment. Continuation in an extra duty assignment is contingent on continuation of employment during the next school year.

C. Full-time Employee - Regular Work Schedules

- Full-time T-scale employees based in schools shall have a regular workday of seven and one-half hours. This shall include a duty-free lunch period of at least thirty-five minutes. To the extent possible, a teacher's day shall be employed in instructing students. The teacher's workday, to begin prior to the start of the student school day and to end after the student school day, shall be scheduled by the principal.
 - a. With mutual agreement, a principal may assign teachers to staggered work schedules not to exceed a regular school day in length.
 - b. County-wide program requirements may dictate that hours be staggered for a particular assignment. In such cases, affected teachers should have adequate advanced notice to take advantage of options so that the teacher can retain current employment status.
 - c. If it is necessary for a teacher to supervise students going to and coming from the classroom at lunchtime, such supervisory time shall not impinge on the teacher's lunch period. No teacher shall be assigned lunchroom duty, except in an emergency.
 - d. Teachers may leave the building during their lunch period without requesting permission as long as they communicate their departure and return to the building.
 - e. Secondary school teachers shall be assigned to no more than the equivalent of five daily teaching periods. Teachers with daily assignments of four classes in three locations (i.e., three schools) shall be considered full-time. Teachers at schools with block scheduling shall teach the equivalent of five teaching periods across all blocks.
 - f. Alternative programs by their nature may require differentiated teaching assignments based upon the students served and scheduling constraints. Full-time teachers in these programs shall have the equivalent of a daily planning period and a "duty period" which may include supervisory, administrative, or team planning responsibilities. Neither the duty period nor the planning period shall infringe on the teacher's duty-free lunch period.
- 2. Employees shall not be required to sign-in or sign-out. However, a principal may require employees to indicate their presence in or absence from the building.

- 3. Principals may grant permission to teachers to leave the building or to leave early when there are reasonable circumstances justifying the absence and when the absence will not impede the instructional process.
- 4. Other full-time employees shall have a workday of eight hours. This shall include a duty-free lunch period of at least thirty-five minutes.
- 5. A calendar indicating the days and hours to be worked by ten-month employees shall be published annually by Human Resources.

D. Teacher Planning Time

- 1. Teachers shall have time during the school day for individual preparation and planning related to their assignment. Teachers employed less than full-time shall have planning time proportionate with their full-time equivalency (FTE).
- 2. Teachers shall have at least three (3) of their weekly planning times unencumbered from meetings or other duties.
- 3. Elementary school (K-5) teachers:
 - a. Planning time shall be scheduled during periods when students are attending art, music, physical education, or receiving instruction from other specialized program teachers.
 - b. Weekly planning time shall total at least 360 minutes, with no fewer than 45 consecutive minutes of unencumbered daily planning time during the instructional day. The transition time from one instructional group to another is included within instructional time. Instructional time includes everything except the duty-free lunch period and planning.
 - c. Art, music, PE, and other program teachers shall be allotted preparation time between different grade level groups that allows for cleanup and setup of appropriate instructional materials.
- 4. Elementary school pre-kindergarten teachers (Virginia Preschool Initiative (VPI), Montessori, pre-kindergarten special education):
 - a. Planning time shall total at least 255 minutes per week with no fewer than 30 consecutive minutes of unencumbered daily planning time during the instructional day. The transition time from one instructional group to another is included within instructional time. Instructional time includes everything except the duty-free lunch period and planning.
 - b. Planning time shall occur while students are attending art, music, physical education, or other program teachers are instructing students.

5. Middle and High School Teachers

- a. Middle and high school teachers shall be provided at least one planning period each day during instructional hours, equivalent to a normal teaching period.
- b. To the extent possible, team teachers shall be given planning periods at the same time.
- c. In certain circumstances, in schools with block scheduling, it may be necessary for a teacher to be assigned a day with no assigned planning period, while the other day has substantial planning time. In such circumstances, the total planning time shall average at least one period per day.

E. Teacher Meetings and Evening Events

- 1. Teachers shall be required to attend faculty, county, department and committee meetings and back-to-school night as scheduled by the appropriate administrator.
- 2. Employees shall receive notification on the back-to-school night date no later than the first contracted day of the school year. Employees shall receive notification of school-based meetings two weeks in advance, except in emergencies.
- 3. Staff meetings shall not exceed two (2) meetings per month. Staff meetings shall not exceed 60 minutes past the contract day.

F. Non-contracted Workdays

When employees are requested by their supervisor to report to work on non-contracted workdays, they may request leave equal to the time worked that day.

G. Professional Development

Mandated professional development shall be conducted during contract hours. Professional development outside of contract hours are not mandatory.

H. Collaborative Planning

To the extent possible, there shall be common planning periods. CLT meetings shall be teacherdriven, and agendas shall be set by teachers.

I. <u>Pre-Service Days</u>

- 1. Pre-service days shall not exceed seven (7) days.
- 2. If pre-service is six (6) days or less, employees shall have a minimum of one full day and one half day of unencumbered time free from meetings and assigned duties.
- 3. If pre-service is seven (7) days, employees shall have a minimum of two full days of unencumbered time free from meetings and assigned duties.

J. Assignment of Student Teachers

- 1. A teacher shall serve as the supervising teacher of a student teacher only on a voluntary basis.
- 2. The assignment of a student teacher to a supervising teacher shall be preceded by reasonable advance notice, an opportunity for an interview and an opportunity for the supervising teacher to decline to work with the student.

K. Employee Lactation Support

Every APS building shall designate a private, non-restroom location, shielded from public view, where employees may take breaks of reasonable length during the school day to express milk to feed their child.

L. Student Referrals

Employees shall complete standardized referrals regarding incidents of disruptive or unsafe behavior. Reports shall be filed with an administrator and will include the name of the employee completing the referral, description of the behavior, the location, date and time. The reporting

employee shall be informed of corrective actions or interventions.

M. Grade Changes

Teachers determine the final grades of students enrolled in their classes. Grades shall reflect the student's academic performance. Administrative directives to change grades shall be provided in writing to the teacher.

Article 8: Emergency Closings

A. <u>Unscheduled Leave</u>

Unscheduled leave is the permission given to twelve-month employees to use annual leave or leave without pay under emergency conditions (including extreme weather) without prior approval of supervisors. Unscheduled leave shall be in effect for the period declared by the Superintendent or designee. Sick leave may be used in accordance with Sick Leave procedures. Previously approved sick leave still shall be charged as sick leave when unscheduled leave is declared.

B. <u>Emergency Administrative Leave – Full Day Closure of Schools and Administrative Offices or Early</u> Closure of Administrative Offices

When the Superintendent or designee closes schools and administrative offices early or for a full day because of emergency conditions, no personal, annual, or sick leave shall be charged to any employee(s) for the time designated as Emergency Administrative Leave.

C. Partial Day - School & Administrative Offices

- 1. Delayed Opening Schools:
 - a. When the Superintendent or designee delays the opening of school because of emergency conditions, Employees may report late to the extent that the opening has been delayed (i.e., if there is a two-hour delay, non-twelve-month employees may report up to two hours after the start of their regular workdays)
 - b. If the opening of school is delayed for one-half day, a maximum of one-half day of personal or sick leave shall be charged to a non-twelve-month employee who was absent on that day.
 - c. Employees who report more than one hour past their adjusted start time will be charged leave in one hour increments unless the late arrival is excused due to circumstances beyond the employee's control.

Administrative Offices:

- a. When the Superintendent or designee delays the opening of administrative offices because of emergency conditions:
 - i. Employees may report late to the extent that the opening has been delayed (i.e., if administrative offices open two hours late, employees may report up to two hours after the start of their regular workdays).
 - ii. Employees who report more than one hour past their adjusted start time will be charged leave in one hour increments unless the late arrival is excused due to circumstances beyond the employee's control.
 - iii. A delayed opening of administrative offices does not constitute an Emergency Administrative Leave closure pursuant to section B above, regardless of the length of the delay.
- b. All other employees shall be expected to report for work at their regular times unless the Superintendent or designee delays the opening of administrative offices. If administrative offices are not delayed, supervisors may excuse late arrivals on an individual basis when extreme adverse weather or road conditions prevent the employee from reporting on time.

2. Early Closing

Schools:

- a. When schools are closed early because of emergency conditions, Employees may be dismissed after the students have left the school.
- b. If schools are closed one-half day or less early, a maximum of one-half day of personal or sick leave shall be charged to non-twelve-month employees who are absent on that day.
- 12-month school-based employees should follow closure announcements related to administrative offices and are expected to work their regular shifts if administrative offices remain open.

Administrative Offices:

When administrative offices are closed one-half day early:

- a. All employees are dismissed at the designated early closure time.
- b. If administrative offices are closed one-half day early, a maximum of one-half day of annual or sick leave shall be charged to twelve-month employees who are absent on that day.

3. School Closure (Administrative Offices Open)

- a. Non-Twelve-Month Employees
 - Non-twelve-month employees shall not be required to be present in a school when the school is closed due to emergency conditions or when the Superintendent or designee determines that conditions prohibit the reasonable exercise of duties, including teacher planning.
 - ii. No personal or sick leave shall be charged to non-twelve-month employees on days that schools are closed due to emergency conditions.
 - iii. If make-up days are required because of the number of days that schools were closed due to emergency conditions, non-twelve-month employees shall be required to work on the make-up days. No additional compensation shall be authorized for make-up days, unless the employee was not paid for the emergency closing day.

b. Twelve-Month Employees

- Unless Emergency Administrative Leave has been granted, all twelve-month employees shall be required to report for work on days that schools are closed due to emergency conditions.
- ii. Twelve-month employees who are absent on such days shall be charged annual leave.
- iii. If a make-up day is scheduled on a day normally designated as a holiday, twelvemonth employees shall be expected to work and shall have an extra day of annual leave credited to their accounts.

Article 9: Holidays

- A. Unless the school year calendar approved by the School Board indicates otherwise, APS shall observe the following holidays:
 - New Year's Day
 - Dr. Martin Luther King Jr.'s Birthday
 - Inauguration Day Every Fourth Year
 - President's Day
 - Memorial Day
 - Juneteenth
 - Independence Day
 - Labor Day
 - Veterans' Day
 - Thanksgiving Holiday Thursday and the following Friday
 - Christmas Eve
 - Christmas Day
 - New Year's Eve

B. Ten Month Employees

- Non-twelve month employees shall not be scheduled to work on, or be paid for, holidays
 that occur during the school year. In addition, these employees shall not be scheduled to
 work on, or be paid for, days during the Thanksgiving, Winter and Spring Breaks as specified
 in the school calendar.
- If employees are scheduled to work on a day designated as a non-workday as specified above, the employees shall be paid at one-and-one-half times their daily rates of pay, unless:
 - a. The School Board has identified the day as a school day in the approved school calendar;
 - b. The days worked are make-up days to meet the required number of instructional days:
 - c. The employee is working on an extracurricular activity; or
 - d. The day is devoted to in-service training.

Article 10: Departmental and Instructional Lead Selection

The chairs of secondary departments and instructional lead teachers shall be selected annually by a majority vote of the members of the department. The principal must approve selections of department chairs and instructional lead teachers. If the principal does not approve, they may ask for an alternative selection. The principal's decision and selection shall be final.

Article 11: Transfers

A. Voluntary Transfers

A voluntary transfer is a change to a position within the same scale and pay grade.

- Employees interested in transferring to a position within the same scale and pay grade must apply to open vacancies on the <u>APS Careers Page</u> using the Employee Transfer Application;
- 2. Employees who apply before the closing date and meet the requirements for a vacancy shall be referred to the appropriate administrator.

B. Administrative Transfers

- 1. The Superintendent or designee or other appropriate administrator may recommend the transfer of an employee.
- 2. To the extent possible, employees shall be given thirty-calendar days' notice of an administrative transfer.
- The change in position letter will state that the transfer is for non-disciplinary and nonperformance reasons. If the transfer is related to a recommendation for disciplinary action or performance, then the non-disciplinary and non-performance language will not be included.
- C. <u>Transfer Resulting from Reduction in Force, Reorganization, Etc.</u>
 If it is necessary to transfer employees because of shifts in enrollment, staff reductions, job consolidations, reorganizations, etc., all such transfers shall be administrative transfers. The procedures for identifying employees for transfer are contained in the Staff Reduction Articles in this Agreement.

Article 12: Probationary Period

A. Length of Probationary Period

As stated in and permitted by the Code of Virginia, a person employed as a teacher, including Instructional Technology Resource Teachers (ITRTs) / Instructional Technology Coordinators (ITCs), must serve a three-year probationary period in such a position before acquiring continuing contract status, except as follows:

- A teacher who has acquired continuing contract status in another school system in Virginia
 is required to serve a one-year probationary period upon being employed as a teacher in
 Arlington County, as long as the teacher returns to teaching by the beginning of the third
 year after leaving the last teaching assignment.
- An Arlington teacher who has acquired continuing contract status and who separates from and returns to teaching service by the beginning of the third year after separation must serve a one-year probationary period.
- 3. Any teacher who has attained continuing contract status in Virginia and who separates from and returns to teaching service more than two years after separation must serve a new three-year probationary period.
- Upon recommendation of the Superintendent or designee, the School Board may extend a probationary term for up to two additional years.

During the probationary period, teachers work under yearly (annual) contracts.

B. Performance Evaluation During Probation

All probationary employees will have their performance evaluated during the probationary period. An evaluator's failure to follow these procedures shall not limit or affect the School Board's or the Superintendent authority with respect to a decision to dismiss a probationary employee to extend the probationary period, or not to renew an annual contract.

C. Extension of Probationary Period

Upon recommendation of the Superintendent or designee, the probationary period of an employee may be extended an additional two years (for a total of five years).

D. Successful Completion of the Probationary Period

Employees who successfully complete their probationary periods acquire continuing status.

E. <u>Superintendent Recommendation to Not Renew the Annual Contract of a Probationary</u> Employee

If the Superintendent or designee decides to recommend the non-renewal of the annual contract of a probationary employee, the following procedures apply:

- Before a recommendation not to renew the employee's contract is made to the School Board, the Superintendent or designee shall notify the employee of the proposed recommendation.
- 2. The employee shall have five working days from receipt of the notice to request in writing the specific reasons for the proposal and copies of any supporting documentation. Upon

- receipt of such request, the Superintendent or designee shall schedule a meeting with the employee to provide the specific reasons orally and to provide the supporting documents to the employee and their representative, if any.
- Within ten calendar days after receiving the reasons for the proposal, the employee may request a conference with the Superintendent. The request must be in writing and addressed to the Superintendent.
- 4. After receipt of the employee's request, the Superintendent or designee shall establish a date for the conference. The conference shall be scheduled within thirty calendar days of the employee's request and the employee shall be given at least fifteen calendar days' notice of the time and place of the conference.
- 5. The Superintendent or designee shall conduct the conference; however, the designee, if any, may not be an official who was involved in the decision not to renew the employee's contract. The employee and the person(s) who recommended that the contract not be renewed and/or their representatives shall be allowed to participate in the conference; however, no representative may be an attorney.
- 6. If the Superintendent's designee conducts the conference, the designee shall forward any recommendations in writing to the Superintendent and the employee.
- 7. The Superintendent or designee shall notify the employee in writing of the decision about the recommendation. The notice shall be sent to the employee within ten calendar days after the conference.
- 8. Whenever an employee requests a conference under section E-3 above, written notice of non-renewal of the contract by the School Board must be given within thirty calendar days after the Superintendent or designee notifies the employee of the decision (section E-7 above). For employees, the provisions of the Code of Virginia requiring such notice on or before April 15 shall not be applicable when the teacher requests a conference under section E-3 above.
- 9. The conference shall be confidential and no written or oral communication regarding it shall be made to anyone but the School Board in executive session and officials of the school system who have a need to know. However, both the employee and the Superintendent or designee upon request may provide the reasons for the non-renewal to a potential employer of the employee.
- 10. The intent of section E is to provide the probationary employee an opportunity to discuss the reasons for non-renewal with the Superintendent or designee. The provisions of this section are procedural only and do not require cause for the non-renewal of an E- or T-scale employee who has not acquired continuing status. The failure of the School Board or the Superintendent or designee to comply with the timeframes in section E shall not constitute a basis for continued employment of a probationary employee.
- 11. If the Superintendent's recommendation is not forwarded to the School Board in time to provide the probationary employee with written notice of non-renewal of contract, or termination as applicable, the employee's employment shall continue.

A decision not to renew a contract of a probationary employee is not grievable.

Article 13: Personnel Records

A. Requirements

Employees are responsible for reporting to the Human Resources office all changes in personal data. The following information should be reported within five days of the change:

- 1. Change of address, including zip code number; and
- 2. Change of telephone number.

B. Examination of Personnel Records

Employees may examine their personnel files, except for that portion that contains letters received in confidence from previous employers or instructors. Employees shall execute waivers of release rights to such letters at the time that they are requested to be sent.

C. Release of Personnel Records

The release of personnel records shall be governed by applicable law.

D. Adverse Material

Unless legally required, material of an adverse nature that is more than three years old shall be removed from an employee's personnel file at the request of the employee with the agreement of the Assistant Superintendent for Human Resources or designee. If the Assistant Superintendent for Human Resources or designee does not agree, a written justification shall be provided to the employee.

E. Disputed Information

- 1. If an employee believes that any information in their personnel file is inaccurate, obsolete or irrelevant, they may file with the Assistant Superintendent for Human Resources or designee a request to correct, erase, or amend the information.
- 2. The Human Resources office shall investigate the employee's request. If, after this administrative review, the Human Resources office determines that the information is unfounded, it shall be removed from the personnel file.
- Disputes shall be resolved as specified in the State Code.
- 4. Employees shall have the right to submit a written response for inclusion in their personnel file.

Article 14: Resignation

A. Resignation is the termination of employment made at the request of the employee.

Employees may provide at least two weeks' notice of resignation. However, resignations that are submitted without thirty days' notice will be accepted "with prejudice" except in cases of emergency or extenuating circumstances. Unless the School Board removes the "with prejudice" designation, the former employee shall not be eligible for reemployment with APS.

B. Employees Under Contract

- 1. An employee must submit a resignation on or before June 15 of the school year to be released from APS for the following school year.
- After June 15, employees are subject to a binding contract with APS regardless of the date
 of receipt of the written contract. Employees may seek employment with other school
 divisions, but the employee may not accept a contract with another school division until a
 written release from APS has been obtained. A release may be granted for good cause.
- 3. In the event that the Superintendent or designee declines to grant a request to resign, and an employee breaches their contract, APS may take appropriate disciplinary action of dismissing the employee due to abandonment of position and filing a petition for revocation of the employee's license with the Virginia Department of Education.

C. Resignation with Prejudice

- Except in cases of emergency or extenuating circumstances, resignations of employees with less than thirty days' notice will be accepted with prejudice. Resignations submitted after June 15 may also be accepted with prejudice.
- 2. When a notation of "with prejudice" is made on an employee's personnel record, the employee will be so notified.
- 3. Resignations in lieu of non-renewal or termination are accepted with prejudice.
- 4. Employees who resign with prejudice are not eligible for reemployment with APS.
- 5. In response to reference requests, APS may advise that the employee resigned their position with prejudice.

Article 15: Assignment of Teachers

- A. School based teachers may express a preference for program, and/or grade level assignment within their school for the next school year by sending a written request to the principal by April 15. Related Services Providers and itinerant employees may express a preference for their school assignment by sending a written request to their supervisor by April 15. Instructional Technology Coordinators may participate in the transfer process. The principal shall make assignment decisions in keeping with the best interest of the instructional program for the students.
- B. To the extent possible, employees shall be given their assignments for the next school year before June 15. If an employee is not satisfied with changes made to their assignment, they shall be eligible to apply for internal vacancies.
- C. Teachers shall not be assigned to classes outside the scope of their licenses and/or major areas of study without their written consent, except temporarily with good cause.
- D. No regularly assigned teacher shall work as an involuntary substitute.
- E. School-based teachers who volunteer to cover or teach a class in addition to their regular scheduled assignment shall be compensated at their hourly rate payable in no less than one (1) hour increments in addition to their regular pay.
- F. To the extent possible, no secondary teacher shall be assigned more than two course preparations per semester. Preparations include but are not limited to, standard, intensified, AP, IB, immersion, co-taught, English language development, and self-contained courses.
- G. Teachers who agree to be assigned to an additional teaching period for a semester- or year-long class shall receive .17 in addition to their current salary.
- H. The secondary classroom teacher's standard load shall be based on teaching no more than the instructional day minus one planning period per day or the equivalent with no more than 150 students or 25 class periods per week. If a secondary school classroom teacher teaches more than 150 students or 25 class periods per week, an appropriate contractual arrangement and compensation shall be provided.
- To the extent possible, secondary teachers shall be assigned to no more than two classrooms. In the event when classrooms are not in close proximity, reasonable accommodations will be considered upon request.
- J. Sponsorship of extracurricular activities shall be voluntary.

Article 16: Special Education

A. Caseload and Schedules

Special education teachers may express a preference related to content, caseload and/or delivery of services (i.e. general/special education setting) to their principal by April 15.

B. Clerical Support

APS provides clerical support to special education teachers to assist with clerical tasks associated with special education meetings and special education records.

C. Curriculum and Supplies

APS will establish guidelines for special education teachers and related service providers to request and seek approval for materials including textbooks, consumable materials, assessment tools, and specialized resources that align with the needs of the students and programs.

D. Meeting Times

IEP meetings shall not occur during lunch.

E. Meeting and Workspaces

Special education teachers shall have access to a space conducive for confidential communications and conversations during IEP meetings, parent conferences, and during planning time.

F. Special Education Teachers Release Time

- Special education teachers shall be released from teaching and other duties for a minimum of four (4) days each school year to work on paperwork related to Individualized Education Plan (IEP) compliance. The release time shall be in addition to any other leave or preparation time provided by the school district to the teacher.
- No more than one release day shall occur within any academic quarter. The scheduling of release days shall be determined through mutual agreement between the teacher and the school administrator.

G. Substitutes

- Special education teachers shall not be reassigned to other duties during periods when they are providing instruction.
- Special education teachers shall receive substitute coverage to conduct IEP meetings if scheduled during a time when providing instruction.

H. Workspace for Related Service Providers

Related service providers shall have access to a designated workspace to provide services to students in a confidential and private setting. Storage areas will be identified to keep and lock confidential files.

Article 17: Physical Environment

A. Acceptable Temperatures

Each school shall have adequately ventilated and humidity-controlled and temperate (fully air-conditioned and heated) classrooms and other workspaces. When heating and cooling systems are not functioning adequately, students and/or staff will be relocated, if possible.

B. Keys

Teachers are provided with a key to access the classroom. Instructional Technology Coordinators have access to the building master key located in each school's key management system. Faculty areas, individual use restrooms, and staff workrooms will be accessible during work hours.

C. Furniture

Teachers are provided with designated space to deliver instruction. Employees are provided with appropriate technology to support daily instructional and/or professional tasks. Classrooms are equipped with call systems technology for staff to communicate directly with the Main Office.

D. Copy Machines

- 1. Employees shall be notified via email when a copier is not functional.
- 2. In the event that there are no functional copiers in the school building for more than one (1) school day, copies shall be provided through other means.

E. Parking

When there is sufficient facility physical space, employees will have access to free parking.

Article 18: Employee Dress Standards, Safety Equipment and Identification Badges

A. Employee Dress Standards

- 1. All APS employees are expected to dress appropriately for a PreK-12 educational environment. Any clothing that interferes with or disrupts the educational environment or that does not present a professional image is unacceptable.
 - Employees are expected to report for work in neat, clean attire that presents a professional image. Examples of clothing that do not present a professional image include but are not limited to clothing that exposes the midriff, undergarments, or is sexually provocative.
- Any employee who comes to work in clothing that does not meet the above standards will be required by their supervisor to take immediate corrective action, which may include being asked to go home and change into appropriate attire. Annual, personal or leave without pay shall be charged for time away from work.

B. Safety Equipment

Employees shall have access to safety equipment as necessary to ensure safety in the performance of their duties.

C. Employee Identification Badges

All employees shall be issued picture ID badges by APS. Employees who work in or who visit schools during the course of their jobs are required to wear their ID badges in a visible location while in the school.

If a badge is lost, the employee to whom it is assigned shall complete a "Request for Replacement/New ID Badge" form and submit it to APS in order to receive a replacement. An administrative fee to cover the badge replacement cost may be charged to the employee. Until the badge is replaced, the employee must sign in and secure a visitor's badge upon entering a school facility.

Article 19: Transgender and Gender Diverse Employees

Employees, including transgender and gender diverse staff, are entitled to a safe, supportive, and inclusive work environment.

Employees shall be trained annually on topics relating to transgender and gender diverse employees and will also be trained on these topics as part of their onboarding process. Employees are responsible for taking prompt and effective steps as required in Equal Employment Opportunity procedures to prevent and respond to harassment or discrimination of any kind, including that which is based on gender identity and/or gender expression and, as appropriate, remedy its effects. Harassment or discrimination based on gender identity may include, but is not limited to the following:

- Persistent misgendering or deadnaming of a transgender employee;
- Requiring a transgender employee to use a single-user facility versus allowing them to access a restroom that corresponds to their gender identity;
- Disqualifying an individual for a job opportunity based upon their shared or perceived gender identity;
- Persistent invasive questioning regarding an employee's gender identity; and
- Using language or jokes that are derogatory toward transgender, non-binary, and gender diverse individuals.

A. Bathrooms

Access to facilities that correspond to an employee's gender identity will be available to all employees.

B. Names and Pronouns

Every employee has the right to be addressed by names and pronouns that correspond to the employee's gender identity. Regardless of whether a transgender or gender diverse employee has legally changed their name or gender, APS employees have the right to use a chosen name and gender pronouns that reflect their gender identity in all contexts in which a preferred name can be used instead of a legal name.

To ensure consistency, an employee record will be updated when the employee provides the appropriate legal documentation to demonstrate a change and, where applicable, appropriate gender markers.

C. Privacy and Employee Records

Information about an employee's transgender or gender diverse status, legal name, or gender assigned at birth constitutes confidential personally identifiable and medical information. Disclosing this information to others may violate privacy laws, as well as constitutional privacy protections and therefore, the information will not be disclosed unless in accordance with these laws.

Employees may disclose their gender identity publicly if they so choose.

D. Definitions

"Deadnaming" occurs when an individual, intentionally or not, refers to the name that a transgender or gender diverse individual used at a different time in their life. Some may prefer the terms birth name, given name, or old name.

"Gender identity" is one's sense of self as male, female, or another gender that may or may not correspond to a person's sex assigned at birth.

"Misgender" refers to an individual using a word, especially a pronoun or form of address, which does not correctly reflect another's gender.

"Transgender" and "gender diverse" are terms used to describe individuals whose gender identity or expression does not align with that typically associated with the sex to which they were assigned at birth.

Article 20: Employee Communication in Native Language

Employees may communicate with one another, students, and parents in their native language except when such communication interferes with the operations of APS.

Article 21: Salary

A. Step Increases

Employees not at the top of the salary scale shall progress one step on the salary scale each year of the contract. Step increases shall be effective on July 1 or September 1, depending on the employee's work schedule.

B. Salary Scale Adjustment

- 1. 2024-2025 All salary scales will increase 1.25%
- 2. Salary scale adjustments shall be effective on July 1 or September 1, depending on the employee's work schedule.

C. Reopener

The parties shall reopen negotiations over wages no later than October 1 each year of the contract with the goal of reestablishing APS in the top 3 Virginia school divisions for compensation.

Article 22: Advancement on Salary Schedules

Employees shall receive salary increases in accordance with the following procedures:

A. Annual Step Increases

- 1. Teachers advance one step annually until they reach the top step of the salary schedule
- Teachers shall be eligible for step increases as long as they started teaching in APS by February 1st in the preceding school year.
- Step increases shall be effective on July 1 or September 1, depending on the employee's work schedule.

B. Lane Changes

- Teachers who have completed the requirements to move to another lane on the salary scale are responsible for providing notification to Human Resources by submitting an Application for Teacher Salary Upgrade with evidence (transcripts, letters of certification, etc.) to initiate their request for a lane change. There shall be no time limitation on the acceptance of credits for lane changes.
 - Salary credits shall be granted for course work beyond the present degree, provided that the credits were earned after the degree was conferred. The credits also must be related to the development of the employee as a teacher.
- In the event that the lane change would take effect after the last day of school, the salary increase may not commence until the start of the next contract year.
 - Lane changes shall be effective at the start of the pay period after approval by Human Resources of the Application for Teacher Salary Upgrade with supporting documentation. In the event that the lane change would take effect after the last day of school, the pay increase would not take effect until the start of the next contract year.

C. Career Advancement Program (CAP)

T-scale staff who achieve CAP-1 status (first portfolio opportunity) are eligible to move to the CAP-1 Salary Schedule the year following achievement of CAP-1 status. Teachers who have achieved CAP-1 status and are already on the CAP-1 Salary Schedule will be eligible to advance to the CAP-2 Salary Schedule in the year following achievement of the CAP-2 status (second portfolio opportunity).

Article 23: Payroll Procedures

A. Ten and Eleven-Month Employees

Employees will have the option of being paid their annual salaries over the course of the school year on a 20 or 24 pay schedule.

Employees may change their pay schedule for the next school year from the 20 to the 24 or the 24 to the 20-pay schedule by the deadline set each spring by Human Resources (prior to the date that contracts are issued for the next school year).

B. Pay Statements

All employees' pay statements will be provided online via employees' self-service portal.

C. Deductions

Employees will receive advance notice of at least one pay period of any adjustment to pay.

Article 24: Pay Setting

A. Procedures

The salaries of newly hired teachers shall be set on the teacher's salary schedule as follows:

- Salary credit shall be granted for earned degrees at the bachelor's level, the master's level and the doctor's level.
- 2. Salary credit also shall be granted for course work (including approved APS course work) beyond the present degree, provided that the credits were earned after the degree was conferred. Teachers who have earned dual Master's degrees conferred at the same time and that entailed at least sixty credits of course work shall be eligible for placement on the MA+30 lane. The credits also must be related to the development of the employee as a teacher.
- 3. In order to be placed on the Master's, Master's +30, or Doctoral lanes of the salary schedule, a teacher's earned Master's or doctoral degree must include a major in a field that relates directly to the teaching assignment, or the teacher must have at least fifteen semester hours of graduate credits that relate directly to the teaching assignment in addition to a Master's or doctoral degree in another field.
- 4. Teachers are responsible for submitting evidence (transcripts, letters of certification, etc.) to document their requests for advanced placement on the salary schedule. No payment shall be made until after this documentation is received in Human Resources.
- 5. Newly hired teachers with prior teaching experience shall receive credit for comparable teaching experience as specified in the Teacher Step Placement Chart. Comparable teaching experience shall include K-12 public education, adult education instruction, university and college instruction, USDA Graduate School instruction, etc.
- 6. For pay-setting purposes, a "teaching year" is at least 160 days of full or part-time teaching during a school year. If an employee has a number of partial years of teaching that qualify as a year of experience, these fractional years shall be added (e.g., two half years as one year).
- 7. To receive credit for prior teaching experience the new hire shall have a previous employer(s) complete the "Teaching Experience Form" verifying employment dates and position(s).
 - a. Newly hired teachers failing to have prior teaching experience verified will be placed on Step A of the appropriate salary scale.
 - b. Once employment has been verified, the newly hired teacher will be placed on the appropriate step with compensation being retroactive, as long as the verification was provided by the teacher within 90 days of the hire date.
 - c. If verification is provided more than 90 days after the hire date, the compensation will not be retroactive and the adjustment to the employee's salary will take effect at the beginning of the first full pay period after receipt of all documentation, as long as it is provided during the school year in which the employee is hired by APS.
 - d. Any verification beyond the newly hired teacher's first school year will not result in a salary adjustment.
- 8. Credit is given for up to two years of full-time active duty with the Armed Forces or the Peace Corps. No credit is given for career military service.

B. Exceptions

The Assistant Superintendent for Human Resources or designee may recommend exceptions to the maximum credit levels for experience and education when the employment of a highly qualified teacher applicant is dependent on a higher starting salary and when such placement is determined to be in the best interests of the school system.

Article 25: Employee Health and Dental Insurance

A. New Employees

- Information describing the health insurance and dental insurance plans sponsored by the school system shall be distributed to all new employees. This information shall include plan descriptions and monthly premiums.
- New employees who want to enroll in one of the health and/or dental plans must
 give written authorization to Human Resources for the premium deduction to be
 made from their salaries. If an employee fails to enroll within thirty-one days after
 the first day of employment, they may not be eligible to enroll again until open
 season.
- 3. New employees are eligible for health insurance coverage on the first of the month following one full month of employment.
- 4. New employees are eligible for dental insurance coverage on the first of the month following one full month of employment.

B. <u>Health Insurance Premium Rates</u>

Who is Covered		~	Carefirst Low	Carefirst	Delta Dental	Carefirst
	Hours	PPO	PPO	НМО		Vision
Employee Only	30-40 hours	68.00%	74.00%	78.00%	35.00%	0.00%
	15-29 hours	34.00%	37.00%	39.00%	17.50%	0.00%
Employee + Spouse	30-40 hours	64.00%	67.00%	74.00%	35.00%	0.00%
	15-29 hours	32.00%	33.50%	37.00%	17.50%	0.00%
Employee + Child(ren)	30-40 hours	64.00%	67.00%	74.00%	35.00%	0.00%
	15-29 hours	32.00%	33.50%	37.00%	17.50%	0.00%
Family	30-40 hours	57.00%	62.00%	69.00%	35.00%	0.00%
	15-29 hours	28.50%	31.00%	34.50%	17.50%	0.00%

Employees who work less than 15 scheduled hours per week are not eligible for coverage on APS health insurance plan.

C. Premium Deductions

Deductions for health and dental insurance shall be made one month in advance to pay the following month's premium. Premiums shall be prorated for employees who are paid twenty times each year to pay for coverage during the summer. Employees are expected to pay monthly premiums on time for the duration of coverage. Missed premium deductions must be paid during the same fiscal year.

D. Changes in Coverage

 Employees may make changes in coverage outside of open season only if they have experienced a qualifying event (e.g., marriage, divorce, birth of a child, etc.). To be processed outside open season, the employee must report the qualifying event to

- Human Resources within 31 days of the event. Qualifying events are listed in the open enrollment information. A list of qualifying events is also available from Human Resources.
- In order to change the premium for their health or dental insurance, employees must notify Human Resources within the 31-day window that there is a change in eligibility.

E. Open Season

- Open season for health and dental insurance shall be held annually for four weeks in October. During this period, employees may change plans or change the type of enrollment they have in a plan (including canceling enrollment in a plan).
 Employees who are not enrolled in a plan may choose to do so during open season.
 All changes made by employees during open season will be effective on January 1.
- 2. Prior to the start of open season, Human Resources shall distribute information about plan coverages, changes that will be made in plans and premium rates.
- 3. Employees who fail to enroll and employees who fail to make changes before the end of open season may not be eligible to enroll or make changes until the next open season.

F. Termination of Employment

- 1. Employees who leave APS service may choose to continue coverage in their health and/or dental plan as specified in Federal law. Information about this option shall be provided to employees at the time of separation by Human Resources.
- 2. Employees who are enrolled in an APS sponsored health and/or dental insurance plan may be eligible to retain coverage on retirement from APS.
 - a. To be eligible, the employee must be enrolled in APS Medical and Dental benefits as an active employee immediately prior to retirement. Employees hired after January 1, 2009, who retire with less than 10 years of APS service are not eligible for coverage under the APS Retiree Medical and Dental plans.
 - b. If the employee would like to cover their spouse/dependent(s) in retirement, their spouse/dependent(s) must be covered on an APS Medical plan and APS Dental plan for at least five years immediately prior to retirement.
- Employees who choose not to continue health and/or dental insurance as specified in sections F-1 and F-2 above shall have their coverage canceled as follows:
 - a. For 12-month employees and 10-month employees who terminate employment during the school year, coverage will terminate on the last day of the month in which employment terminates.
 - b. For 10-month employees who terminate employment at the end of the school year, coverage will terminate on the last day of August. However, such employees may opt to cancel coverage earlier if there is a qualifying event (see section D above) and supporting documentation of the event is provided.

- c. While T-scale employees hired after January 15 are temporary employees and are not guaranteed employment for the next school year, a health reserve shall be established to pay for health and/or dental insurance premiums as applicable for the summer months. For T-scale employees hired after January 15, coverage will terminate on the last day of August.
- d. Any funds deducted from a terminating employee's salary for health and/or dental insurance coverage during a month in which coverage no longer is allowed as provided above will be refunded to the employee.

G. Opportunities for Engagement Related to Benefits and Wellness

- In the year prior to the request for proposal (RFP) for health insurance, APS will convene a
 Benefits and Wellness Engagement Committee to discuss employee health benefits and needs.
 This Committee should have an equal number of AEA and APS representatives. AEA members
 should be selected by AEA. APS members should be knowledgeable about health plans and/or
 have work responsibilities related to health benefits.
- 2. The Benefits and Wellness Engagement Committee will be jointly chaired by one AEA representative and one APS representative. The Committee shall meet once every three months in the year prior to the RFP for health insurance.
- 3. The purpose of the Benefits and Wellness Engagement Committee is to share information about employee needs and satisfaction for future plan consideration.
- 4. The AEA will select one bargaining unit member to serve as the AEA licensed personnel representative on the Selection Advisory Committee (SAC).
 - a. The AEA licensed personnel representative is expected to represent the needs of its members though is required to maintain confidentiality throughout the process as are all members of the SAC.

Article 26: Scholarships

A. Purposes of Scholarships

- The School Board provides funds for scholarships to permanent employees to pursue courses of study that are related to their job responsibilities. The amount of funds available for scholarships shall be determined by the School Board annually.
- 2. The School Board shall pay the tuition fees for all required licensure and license renewal courses, at the University of Virginia rates.
- The main criterion for scholarship grants is the direct relationship of the proposed course to the employee's assignment, with preference being given to those courses most directly related to the employee's job responsibilities.
- Recipients of scholarships for professional growth must agree to continue employment for one full year after reimbursement or return the full amount of the grant before the last workday unless they were terminated involuntarily.

B. Procedure

Scholarships are available to employees for the purpose of license renewal or to otherwise meet state licensure requirements. For license renewal, scholarships will be given for up to eight credit hours of every license renewal period. The following procedures shall apply to requests for scholarships for professional growth from employees:

- Prior to taking the course and by the scholarship application deadline, employees shall submit requests for scholarships with proof of payment through Frontline. Failure to submit the scholarship by the deadline will result in denial of the request, absent extenuating circumstances. Deadlines for professional development grants are as follows:
 - a. Fall Semester -Second Friday in September
 - b. Spring Semester Second Friday in January
 - c. Summer Semester Second Friday in May

Article 27: Other Benefits

A. Credit Union

The benefits of the Arlington Community Federal Credit Union are available to employees. Arrangements may be made for payroll deductions for savings, investment and loans.

B. The Children's School

Employees are eligible to enroll their children in The Children's School, an employee-owned cooperative day care facility that provides day care for infants through five-year-olds during the school year.

C. Flexible Benefits Program

Employees also have the opportunity to save taxes on out-of-pocket health care and dependent care expenses by setting aside a portion of their pay through pre-tax payroll deductions to pay for these expenses.

D. Travel Reimbursement

Reimbursement for local travel is available for employees who are required, as part of their regular assignments, to travel between schools, students' homes and other locations. Such travel must be approved in advance by the appropriate supervisor. Reimbursement amounts are determined by APS guidelines.

Employees who are designated to attend meetings, conferences or other events as representatives of APS are eligible to receive reimbursement for travel, food and lodging. Such travel must be approved in advance by the appropriate administrator. Reimbursement amounts are determined by APS guidelines.

E. Professional Organizations

ITCs shall be reimbursed for membership dues for one local or state and one national professional organization, if funding is available.

F. Liability Insurance

APS shall provide liability insurance protection in the amount of \$1,000,000.00 for legal actions against employees related to or arising from their official duties.

G. Long Term Care

Eligible APS employees may enroll in the available APS-sponsored Long-Term Care Insurance plan. The full cost of membership in this plan is the responsibility of the employee.

Article 28: Annual Leave

A. Policy

All permanent and probationary twelve-month employees earn annual leave as follows: A "year of service" is the fiscal year, July 1 to June 30, and a "day" is no greater than eight (8) hours but is determined by the employee's scale and regular work schedule.

1. Full-Time Employees

- a. Full-time, twelve-month employees earn up to 112 hours (fourteen days) of annual leave during the first year of employment. Leave is earned in increments of 4 hours (or the equivalent of a half-day of work) per pay period (twelve days). On June 30, employees earn up to an additional sixteen hours (two days or the equivalent of two days) by receiving 4 hours of bonus annual leave for each quarter employed during the past twelve months.
- b. No leave is earned for partial pay periods worked on appointment to or separation from a position in APS.
- c. Current full-time 10-month employees newly appointed to twelve-month positions are credited with one bonus day (or 8 hours) for each of three consecutive years of continuous full-time employment with APS.
- d. On the first working day in July each year, the leave accounts of full-time, twelve-month employees shall be credited with one additional "bonus" day (or 8 hours) for each complete fiscal year of continuous service up to a maximum of 112 hours (fourteen days). Leave with pay, military leave without pay, and leave for educational purposes do not count as a break in continuous service; however, leave without pay for other reasons for a period of more than forty working days in a fiscal year is a break in service and the employee shall not earn a bonus day for that fiscal year.

2. Part-Time Employees

Twelve-month, part-time employees (those who work at least twenty hours per week but less than forty hours per week) earn leave on a proportional basis to the amount of time worked. For example, a half-time employee (four hours per day, five days per week) earns one-half the amount of leave earned by a full-time employee as detailed in sections A-1, a. and b. above.

Non-Twelve-Month Employees
 Employees whose work year is less than twelve months (ten or eleven months) do not earn annual leave.

B. Procedures

Maximum Accumulation of Annual Leave
 A total of forty days (a maximum of 320 hours) of annual leave may be carried forward from one fiscal year to another. (The cap on the amount of leave that can be carried over includes bonus days/hours earned on June 30.) Part-time employees who earn annual leave may carry over the number of hours equivalent to 40 days on their regular schedule.

2. Conversion of Annual Leave to Sick Leave

Employees may convert excess annual leave to sick leave. No more than fourteen days (a maximum of 112 hours) of accumulated annual leave may be transferred to sick leave in any one year.

3. Extension of Time to Use Excess Annual Leave

In unusual circumstances when an employee has been unable to use annual leave due to work requirements, the department head, through the appropriate administrator, may request permission from the Assistant Superintendent for Human Resources for the employee to carry over the excess annual leave until August 31 of the same calendar year. This will enable the employee to use the excess annual leave during the months of July and August. The unused excess annual leave may be converted to sick leave in accordance with the procedures set forth in Section B.2. of this Article.

If an extension of time to use excess annual leave has been approved and the employee later decides to retire on August 1 or September 1, approval of extension of leave will be revoked with no more than 40 days carried over. Any extended days revoked will revert to the standard payout procedure.

4. Application for Leave

- a. Employees shall submit leave requests to their supervisor.
- b. To the extent possible, employees should take leave at times that are not in conflict with their responsibilities.
- c. Except in extenuating circumstances, annual leave may not be taken during the first six months of employment
- d. If leave is denied, an employee will be informed of the reason for the denial.
- e. Leave is charged in one-hour increments.

5. Payment on Separation

- a. Employees hired before July 1, 2011, who qualify and retire under the Virginia Retirement System (VRS) or the Arlington County Employees' Retirement System (ACERS) after a minimum of five years of service with APS shall be paid for 100 percent of their accumulated annual leave, based on their hourly rate of pay at the time of retirement.
- b. Employees hired on or after July 1, 2011, who qualify and retire under VRS after a minimum of five years of service with APS shall be paid up to 40 days of accumulated annual leave, based on their hourly rate of pay at the time of retirement.

C. Request for Annual Leave in Advance of the Amount Accrued

In exceptional circumstances, an employee may apply for annual leave in advance of the amount accrued. This request is subject to prior approval by the immediate supervisor and the Assistant Superintendent for Human Resources.

All full-time twelve-month employees may be advanced leave not to exceed the amount of leave that will be earned during the fiscal year in which the advance is requested.

Article 29: Personal Leave

Personal leave is provided to permanent and probationary employees who do not earn annual leave.

A. Procedures

- Full-time employees who do not earn annual leave shall be advanced the equivalent of three days of personal leave at the beginning of their work year. One day is earned for each completed one-third of their regular assigned work year. Upon termination, employees shall be charged for any used unearned personal leave. A day is defined as the equivalent number of hours as related to the employee's standard hours of work.
- 2. Part-time employees who do not earn annual leave will be credited with the hourly equivalent of three proportional workdays of personal leave during any school year in which they work more than half of their regular assigned work year.
- 3. T-Scale Full-time Employees Full-Time T-scale employees shall be advanced 22.5 hours of personal leave.
- 4. Application for Leave
 - Leave is taken in one-hour increments.
 - b. Requests for personal leave must be submitted to the principal or immediate supervisor at least two working days before the date leave is to begin. In the event of an emergency, the request should be made by the employee as quickly as possible. Requests shall be made to the principal or immediate supervisor. The responsible administrator will respond no later than two working days after receipt of the request.
- 5. Personal leave may not be taken on days immediately before or after a school holiday, a legal holiday, the winter holiday, spring break or at the beginning or end of the school year. An exception may be made by the principal or department head if the employee is attending summer school and attendance is required before the last working day or after the first working day of the school year, or if the employee must meet a compelling personal or business need which cannot be met at any other time. Requests for exceptions must be made in writing and specify the reasons why the exception is needed.
- An employee may not carry a balance of more than six days (in the appropriate hourly
 equivalent) of personal leave. All personal leave in excess of six days shall be credited to
 the employee's sick leave account.
- 7. When a teacher has requested a substitute in advance and the reason for the substitute has been eliminated, the teacher may notify the appropriate authority as late as one hour beyond the regular workday of which the substitute was requested to cancel the request.
- 8. Upon retirement, resignation, separation of employment, under the Virginia Retirement System (VRS) and/or Arlington County Employees' Retirement System (ACERS), all unused Personal Leave days are transferred to the employee's sick leave balance and paid out in accordance with the procedures set forth in Annual Leave (Article 28) Section B.2. Upon resignation or termination of employment, or upon transfer to a position that earns annual leave, all unused Personal Leave days are forfeited.

Article 30: Sick Leave

Sick Leave is provided to all permanent and probationary employees.

A. Procedures

1. Accumulation of Leave

Sick leave may be accumulated without limit.

- a. T-Scale Full-time Employees Full-time T-scale employees accumulate 3.75 hours for each full pay period worked over a 10-month contract period.
- b. E Scale Employees E-Scale employees accumulate 4 hours of sick leave for each semi-monthly pay period worked.
- Upon request to the Assistant Superintendent for Human Resources, a new employee who is transferring directly from another school system in Virginia may transfer up to ninety days of sick leave accumulated in another school system, if the employee is a member of the Virginia Retirement System (VRS).
- Excess annual leave and unused personal leave may be converted to sick leave in accordance with the procedures set forth in Article 28 (Annual Leave) Section B.2. and Article 29 (Personal Leave) Section 6.
- Sick leave is accumulated on the basis of paid regularly scheduled work and leave hours in a pay period. Sick leave is not accrued when an employee is on unpaid or inactive status or during non-contract time.
- Sick leave is not accumulated during any pay period which reflects the payment of escrowed monies when a ten-month employee has elected to receive pay over a twelve-month period.

2. Purposes of Sick Leave

Sick leave shall be used for:

- a. Personal illnesses, including quarantine, disability, pregnancy and necessary appointments with physicians or dentists; or
- b. Illness or death in the immediate family. The term immediate family includes: spouse/domestic partner, child, grandchild, parent, grandparent, sibling, (whether adopted, natural, step, foster, or in-law), and other individuals if they are members of the immediate household, of immediate concern to the employee, or in the event of pregnancy loss. The use of sick leave for the death in the immediate family is normally limited to five days in each instance.

3. Requesting Sick Leave

- a. E-scale Employees must notify their supervisors within one hour prior to the beginning of their shift that they are utilizing sick leave pursuant to A.2. above.
- b. T-scale employees must notify the appropriate official in their department/school in sufficient time to enable a substitute to be secured, but in no event shall the notification occur less than two hours prior to the start of the employee's shift or workday. The requirement to notify the appropriate official is independent of the requirement of certain instructional employees to also timely create an assignment for their absence.
- c. The employee must submit a completed Leave Slip after returning from sick leave.

- d. Employees must take leave in one-hour increments.
- e. Leave would only be reflected in the evaluation when there is evidence of an attendance concern or if it is an approved leave and the employee cannot be evaluated for a standard.

4. Teachers Requesting Substitutes

When a teacher has requested a substitute in advance, and when the reason for the sick leave has been eliminated, the teacher may notify the appropriate authority as late as one hour beyond the regular workday before the substitute request to cancel the request.

- 5. Conversion of Accumulated Sick Leave to Pay in Certain Circumstances.
 - a. Upon Retirement of an Eligible Employee
 - i. Employees hired before July 1, 2011, who qualify and retire under VRS or the Arlington County Employees' Retirement System (ACERS) after a minimum of five years of APS service are paid for 50 percent of their accumulated sick leave, based on their hourly rate at the time of retirement.
 - ii. Employees hired after July 1, 2011, will be paid 25% of their accumulated sick leave, based on their hourly rate at the time of retirement.
 - b. Upon Death of an Employee
 - i. In the event of death of an employee hired before July 1, 2011, payment for 50% of the employee's accumulated sick leave, based on the employee's hourly rate at time of death, will be paid to the direct deposit account on file for the decedent.
 - ii. When an employee hired after July 1, 2011, dies, 25% of the accumulated sick leave, based on the hourly rate at the time of death, will be paid to the direct deposit account on file for the decedent.
 - c. Conversion of accumulated sick leave to pay is not otherwise permitted.

6. Sick Leave Totals

Current totals of accumulated sick leave shall be posted on employee pay stubs. Leave will be reported in hours. Unearned sick leave will be subtracted from an employee's accumulated sick leave account. If a former permanent employee, who left in good standing, is reemployed by APS within twelve (12) months from their date of separation, any unused and unpaid sick leave will be restored to the employee's sick leave account. This does not apply if the employee is retired and was paid for sick leave.

7. Request for an Advance of Sick Leave

An employee may apply for an advance of sick leave prior to its accrual not to exceed the amount of leave that will be earned during the fiscal year in which the advance is requested. This request is subject to approval by the Assistant Superintendent for Human Resources.

8. Virginia Retirement System Hybrid Plan

Employees who are absent for their own illness or injury and who are members of the VRS Hybrid Plan are required to apply for short-term disability insurance after seven calendar days' absence. During the pending approval period for disability insurance coverage, these employees may use sick leave at the same rate for which they may receive income replacement. Any sick

leave taken for a time period later covered by disability insurance will be restored to the employee's sick leave balance.

Article 31: Bereavement Leave

A bargaining unit member shall be granted a leave of absence without loss of pay for a period not exceeding four (4) working days in the event of the death of a bargaining unit member's spouse/domestic partner, child, grandchild, parent, grandparent, sibling (whether adopted, natural, step, foster, or in-law), or in the event of pregnancy loss.

Article 32: Leave of Absence

A. Short-Term Leave of Absence (STLOA)

Leave without pay is a form of approved leave. All accrued, paid leave must be exhausted before STLOA will be granted.

- An STLOA may not exceed 20 days in a fiscal year. An employee's request for STLOA may
 be granted on the recommendation of the appropriate supervisor and with the approval
 of the Assistant Superintendent for Human Resources, or designee. In the case of denial,
 a written justification shall be provided to the employee.
- 2. STLOA is limited to hardship situations such as a natural disaster or family emergency.

B. Long-Term Leave of Absence (LTLOA)

- 1. Medical Long-Term Leave of Absence Paid (using Accrued Leave) or Unpaid Leave
 - a. Should a full-time employee need to take time off beyond the 12 workweeks of Family and Medical Leave (FML) to care for a newborn child, newly adopted or foster child, family members with serious health problems, or when a serious health condition makes the employee unable to perform the essential functions of their job, the employee may apply for an LTLOA and use personal, annual, or sick leave to receive pay for the duration of the leave.
 - b. LTLOA may also be granted to employees who have a serious injury or illness and who are not eligible for leave under the Family and Medical Leave Act (for reasons other than exhaustion of FML) but would otherwise meet the FMLA criteria established by that Act and/or the disability insurance criteria as established by the school division's current insurer. LTLOA, in this instance, will be available for up to 12 workweeks or until the end of the school year, whichever comes first. Medical documentation is required.
 - c. To the extent permissible, probationary employees who take an LTLOA pursuant to Section 1.b. will have their probationary period extended by the length of the leave of absence. Employees will be notified during the application process what, if any, extension of the probationary period will be applied.
 - d. Full-time employees who have completed their probationary period may extend the LTLOA for up to one additional school year (10-month employees) or fiscal year (12-month employees).
 - e. LTLOA may not be taken intermittently and is available only to employees who are in good standing.
- Educational Leave of Absence (ELOA) Unpaid Leave for full-time employees who have completed the probationary period.
 - a. T-scale and E-scale employees who perform instructional functions and who need to take time off to participate in a Fulbright program may apply for ELOA.
 - b. An employee who is enrolled as a full-time student in an accredited course of study in a field of benefit to the school system and related to the employee's job responsibilities, may apply for ELOA. Leaves for online distance learning programs are not eligible for ELOA. Leave is available for up to 12 months.
 - c. Leave for the purpose of student teaching and/or obtaining initial licensure may be granted to non-teaching employees of APS at the discretion of the Assistant

Superintendent of Human Resources, or designee, when in the best interest of the school division. ELOA for student teaching may be granted for a period of not more than twelve (12) weeks or the period of time that coincides with a term at an accredited university or college.

d. Application

- i. The employee shall submit a written request for an ELOA at least thirty (30) calendar days in advance of the date the desired leave is to begin. The employee shall also submit supporting documentation (including but not limited to an invitation to serve, degree requirements, documentation of course availability, and advisor's comments) as may be requested.
- ii. Approval for an ELOA for student teaching shall not be granted unless the Assistant Superintendent for Human Resources, or designee, has determined that a highly qualified replacement for the employee is available.
- iii. In no case will such leave be permitted to begin without the prior approval of the Assistant Superintendent for Human Resources, or designee.

3. Duration of LTLOA

a. 10- and 11-month employees

All full-time 10- or 11-month employees who have completed the probationary period may be granted an extension of the LTLOA for the remainder of the school year. This LTLOA may be extended for an additional school year if the employee requests the extension in writing. Requests for extensions and accompanying documentation must be received in the Human Resources Department by March 1 if on leave for the entire school year, or at least thirty (30) days before the originally approved return to work date.

b. 12-month employees

All full-time 12-month employees who have completed the probationary period may be granted a leave of absence through the remainder of the fiscal year, which ends on June 30. An LTLOA may be extended for an additional fiscal year (July 1-June 30) if the employee has completed the probationary period, requests the extension in writing and provides documentation for the leave. Requests for extension must be received in the Human Resources Department thirty (30) days before the originally-approved return to work date.

c. ELOAPlease see section 2.c above.

C. Intent to Return to Work - Notification

 A 10- or 11-month employee on a leave of absence is responsible for notifying the Human Resources Department in writing before March 1 of their intent to return to work for the next school year. If medical documentation is required that the employee is cleared to return to work, such paperwork must be submitted no later than July 1 to ensure placement in an equivalent position during the next school year.

- 2. A 12-month employee is responsible for providing to the Human Resources Department a notice of intent to return to an equivalent position at least thirty (30) days before the expected return date.
- 3. When granted a leave of absence, an employee will be placed in an equivalent position within the school division, as determined by the Assistant Superintendent for Human Resources, or designee, as long as the employee has complied with the terms of the leave. While on leave, the employee may not engage in any form of employment during that employee's normal contract hours.
- 4. An "equivalent position" is one that has the same pay, benefits and working conditions, including privileges, prerequisites and status as the one held prior to the leave. It must include the same or substantially similar duties and responsibilities that entail substantially equivalent skill, effort, responsibility and authority. An equivalent position for a teacher is one in the same seniority category as the position from which the teacher was granted a leave of absence, or a position in another seniority category as long as the teacher is endorsed in that category and has taught in that category.
- 5. Approval of requests to return before the end of the school year shall be contingent on the availability of an equivalent position at the time of return. If no equivalent position is available, return from leave shall be deferred until such position becomes available. If no position becomes available - and/or is accepted within one calendar year of the date that the leave ended (the return-to-work date), the employee will be separated from APS. If an available position is offered and not accepted, the employee will be separated from APS.
- 6. An employee on a leave of absence for their own serious health condition must provide return-to-work certification from a health care provider.

D. Process and Eligibility

- 1. Requests for leaves of absence must be submitted to the appropriate supervisor or principal. Medical documentation supporting the reason for the leave must be provided directly to the Human Resources Department.
- 2. The principal or supervisor shall review the employee's request, sign, and forward it to the Human Resources Department.
- 3. The Assistant Superintendent for Human Resources, or designee, shall review the employee's request, certification, and approval of the leave. The employee will receive written notification of the approval or denial of the request.
- 4. As applicable, employees on an ELOA must provide continuing documentation of progress towards completion of goals as specified during the approval process.
- 5. If an employee on leave pursuant to B.2.b. withdraws from the course of study, eligibility for a leave of absence ceases, and the employee will be placed in an equivalent position, if available.
- 6. Failure to return to work on the date following any leave of absence granted under this Article will result in the employee being considered absent without leave.

E. Benefits

- 1. Employees on leaves of absence described in this Article must use all accrued sick leave and annual or personal leave, if applicable.
- 2. A leave of absence is not a break in service for seniority purposes.

- 3. Employees on leaves of absence may pre-pay their life insurance in advance of their last paycheck if they wish to be covered by life insurance during this leave. Such life insurance coverage shall not exceed twelve calendar months.
- 4. Employees on unpaid leaves of absence may retain their previously elected health coverage by paying the full cost of the group rate while on leave. Employees on paid leaves of absence will continue to pay at the appropriate employee rate until the paid leave and any amounts held in escrow are exhausted. After such time, the employee shall pay the full cost of the group rate while on leave. All payments for coverage must be submitted to the Benefits Specialist by the 20th of the month or coverage will be canceled. Employees who do not maintain their health coverage while on a leave of absence may submit an enrollment form for reinstatement into the health plans upon return. Coverage will be effective the first of the month following the return to work.
- LTLOA shall count as an additional year of experience for salary purposes unless the leave was requested and approved because of a serious illness in the employee's family.
- 6. T-scale employees shall be granted salary credit for the period of time on approved ELOA when evidence of successful completion of a minimum of twenty-four semester credit hours has been submitted to the Human Resources Department. If the period of leave for study is interrupted because of a serious accident or illness verified by a physician's certificate, the employee shall receive credit for the period of time granted for study.

Article 33: Absent Without Leave

If an employee is absent from duty without the supervisor's authorization, the employee shall be placed on absent-without-leave status.

- 1. Employees who are absent without leave do not receive pay for the period that they are absent and are subject to disciplinary action. Unauthorized absences of four or more days can constitute grounds for termination.
- 2. If an employee's absence is due to circumstances beyond their control and the employee is unable to contact the supervisor, the supervisor may change the absence without leave to approved leave.

Article 34: Paid Parental Leave

A. Eligibility

Eligible employees must meet the following criteria:

- 1. Employee has been employed with APS for thirty (30) calendar days;
- 2. Employee holds a benefits-eligible position upon the birth, adoption or placement of a child under the age of eighteen (18); and
- 3. Employee is the biological parent, adoptive parent, or foster/custodial parent.

B. Amount, Timeframe, and Duration

- 1. 2024-2025: Employee is eligible for two (2) weeks of continuous paid parental leave.
- 2. In October 2024, the parties will reopen negotiations over paid parental leave for both 2025-2026 and 2026-2027 as part of the compensation negotiations.

C. Application Process and Documentation

Employees shall apply for paid parental leave concurrently and in accordance with Family and Medical Leave (FML) procedures. Documentation must be submitted within thirty (30) calendar days of birth, adoption or placement date.

- 1. For a *Birth*, documentation providing eligibility for paid parental leave (Birth Certificate or Hospital Birth Confirmation) required.
- For an Adoption, documentation from a Court Agency and/or Attorney (Custody/Adoption Order) required.
- 3. For Foster Care/Custodial Placement, a government-issued or legal document dated and signed by a court official indicating the date that the child was placed in the home required.

Article 35: Workers' Compensation Leave

Workers' Compensation leave shall be provided to all employees who are eligible for sick leave and who are temporarily disabled in the line of duty in accordance with the procedures explained below.

- The disability must have resulted from an injury or illness sustained directly in the performance of the employee's work, as provided in the State Workers' Compensation Act.
- If incapacitated for the regular assignment, the employee may be given other duties
 with the school system for the period of recuperation. Unwillingness to accept such
 assignment as directed by the Superintendent or designee shall result in the employee's
 ineligibility for Workers' Compensation leave during the time involved.
- 3. A physician selected by the school system determines the physical ability of the employee to continue working or to return to work. If the Board's physician's determination is challenged by the employee's physician, the two physicians shall select a third to determine the employee's capability to perform their duties.
- 4. Workers' Compensation leave is limited to seven calendar days (5 working days) for any one injury.
- Payment for time out from work beyond seven calendar days will be made by Workers' Compensation in accordance with the provisions of the State Workers' Compensation Act.
- 6. If the employee is on the payroll while on Worker's Compensation leave or sick leave, any workers' compensation checks must be endorsed to the Arlington County School Board and sent to the Human Resources office.
- Employees who are not eligible for sick leave and who are disabled in the line of duty do
 not receive Workers' Compensation leave but are paid in accordance with the provisions
 of the State Workers' Compensation Act.
- 8. An injured employee shall report an accident to the supervisor on the day of its occurrence or as soon thereafter as they physically are able. The immediate supervisor is responsible for submitting required paperwork to the insurance carrier and to the Human Resources office. Early submission of this form is very important since failure to submit it properly can jeopardize Workers' Compensation to the employee.
- Employees who go out on Workers' Compensation leave shall be placed on Family Medical Leave (FML). Should the employee require leave beyond the 12 weeks of FML, the employee may request a leave of absence.
- 10. While on leave, the employee may not engage in any form of employment during that employee's regular contract hours, unless the employee has been released to work with restrictions that APS is not able to accommodate.

Article 36: Military Leave

Employees who leave their positions in order to enter active service in the Armed Forces of the United States are eligible for military leave.

A. Procedures

- 1. Any employee who enters military service in time of war or who is called to the service involuntarily is automatically eligible for military leave.
- 2. Any employee who volunteers for military service other than in time of war must apply for military leave.
- 3. An employee on military leave is entitled to reemployment provided that they apply to the Human Resources office:
 - Within ninety days of separation under honorable conditions, if the military service was greater than 180 days;
 - Within fourteen days of separation under honorable conditions, if the military service was 31 to 180 days, or
 - c. No later than the start of the first full regularly scheduled pay period that starts at least eight hours after the employee has been transported safely from the place of military service, if the military service is less than 31 days.
- 4. An employee ordered to report for a pre-induction military physical may be granted leave with pay to take the physical.

B. Responsibilities

- 1. The employee is responsible for informing the principal or supervisor and the Human Resources office before entering the armed forces in an active-duty capacity.
- 2. The supervisor or principal is responsible for adding a recommendation to the form and sending it to the Human Resources office.
- 3. The Assistant Superintendent for Human Resources or designee is responsible for adding a recommendation and sending the form to the Superintendent. The Superintendent or designee is responsible for making a recommendation to the School Board and returning the form to the Human Resources office.
- 4. After the Board acts on the recommendation, the Human Resources office is responsible for completing the form, filing a copy in the employee's folder and returning a copy to the employee, indicating the action taken on the request.

C. Pay and Benefits

- 1. Any full-time employee who is a member of the National Guard or an organized Military Reserve of the United States whose active duty service with the regular armed forces of the United States or the National Guard or other reserve component requires their absence from employment may receive a supplement for the difference between their APS salary and military base pay for a period not to exceed fifteen days, if the employee's military compensation is less than the regular salary paid to the employee by the school division.
- Employees also may use their accrued annual, personal or sick leave in lieu of receiving the supplement. Employees are not eligible to use their leave and receive the supplement at the same time.

- 3. Employees may keep their APS health insurance while on military leave. They will be required to continue to pay the employee's portion of the premium during their absence. The amount can be deducted from their supplemental pay. If the military leave is unpaid leave, the employees will be required to pay the full premium for health insurance coverage by personal check.
- 4. The employee's contributions to the Virginia Retirement System (VRS) or the County Retirement System (ACERS), as appropriate, will be deducted from the supplemental pay based on the amount of the supplement. The School Board will make its contribution to VRS or ACERS based on the amount of the supplemental pay.
- 5. When employees return from military service, the time spent on military leave will be creditable for seniority and pay purposes.
- 6. Upon return from military leave, the employee shall be placed in a position that is equivalent to the one the employee held prior to going on military leave. An equivalent position is not necessarily the same one that the employee had before the leave.
- 7. Employees who opt not to use accrued leave to supplement their military salaries shall retain all accrued sick leave and annual or personal leave, as applicable.
- 8. Employees on unpaid military leave may pre-pay their life insurance in advance of their last paycheck if they wish to be covered by life insurance during this leave. Such life insurance coverage shall not exceed twelve calendar months.

Article 37: Professional Leave

- A. All full-time employees are eligible for professional leave.
- B. At the direction or with the approval of the appropriate Executive Leadership Team member, employees may be excused from regular duties without loss of pay or leave to participate in observations, workshops, meetings, conferences, or other activities devoted to the improvement of professional skills for the benefit of APS.
- C. Professional leave is granted to employees attending professional meetings when they have been selected to represent the county at those meetings. All employees in the appropriate group shall be given notice of the opportunity to attend professional meetings if there is ample time for such notice. Application for this type of leave should be initiated through the immediate supervisor.

Article 38: Study Leave

A. Eligibility

ITCs may apply for paid leave for study and professional improvement after three years of employment with APS. Such leave will only be afforded once during an employee's tenure with APS.

B. Duration

Study leave shall last for no more than twenty workdays. School based employees must take study leave during June-August.

C. Application

An employee desiring to apply for such leave first must clear the dates of the leave with the immediate supervisor and then file a written request with the Superintendent or designee, setting forth the purposes for the leave, a description of the program of study to be pursued, and the benefit to the school division that will result from the leave.

D. Obligation

- 1. During periods of study leave, the employee will be charged with two days of annual leave for each week taken.
- The applicant must file with the School Board a written agreement to remain in the employ of the School Board for a one-year period after returning from leave or, in the event of a resignation, to refund to the School Board the equivalent of one-month's salary. No refund is required in the event of resignation at the request of the School Board.
- 3. While on leave, the employee may not engage in any form of employment during that employee's regular contract hours.

Article 39: Leave for Religious Observances

Employees may take time off from work to observe religious holidays.

A. Use of Earned Leave

- 1. Twelve-month employees may use annual leave or religious leave, as specified in section C below, to observe a religious holiday. Such leave must be requested in advance.
- 2. Other employees may use up to three days of paid leave per school year to observe religious holidays. This leave may be charged to personal leave, as requested by the employee, or up to three days may be charged to religious leave as specified in section C below. Such leave must be requested in advance.

B. Leave Without Pay

An employee may take leave without pay to observe a religious holiday.

C. Religious Leave

An employee may be granted up to three days of religious leave in a school year subject to the following conditions:

- 1. A request for religious leave must be sent to the employee's immediate supervisor at least two working days before the date on which the leave is needed.
- The supervisor shall approve the request provided that granting it does not have a severe impact on the program operations, and the employee has not already been granted three days of religious leave during the year.
- 3. The leave time shall be made up at a time mutually agreed upon by the employee and the supervisor. This mutually agreed upon make-up time shall be finalized in writing. The employee and supervisor shall each have a copy.

Article 40: Other Leave

A. Civil Leave

- 1. All employees are allowed time off without loss of pay when serving as an officer of election, performing jury duty, when subpoenaed or summoned to appear before a public body, commission, or the court (unless the employee is the defendant and is convicted), or when performing civilian duty in connection with national defense, or for the purpose of voting. Any pay received for service performed while on such leave must be endorsed to the Arlington School Board, excluding that specified in the Code of Virginia; however, pay received for jury duty may be retained to defray personal expenses.
- 2. A "subpoena" or a "summons" is an order to appear before a public body, commission, or court. A Warrant in Debt, a Bill of Complaint, a Motion for Judgement, and a Complaint are not subpoenas. An employee having to miss work because they are a plaintiff or a defendant in a civil case is not entitled to civil leave unless the employee is subpoenaed or summoned to appear in court through receipt of a subpoena or summons.
- 3. If an employee knows in advance of the dates of the civil leave, the employee shall complete the top of a Leave Slip and give it to the principal or immediate supervisor. When the employee returns from leave, the employee shall complete the bottom portion of the form and return it to the principal or immediate supervisor.

B. Public Service Leave

- 1. Leave without pay not to exceed sixty school days may be granted for campaign purposes to an employee who is a candidate for public office.
- 2. Full-time leave with or without pay may be granted to employees who are elected or appointed to public office.
 - a. Employees who are elected to public office may be granted full-time leave with pay for attendance at committee, commission or other meetings as required by their office, on the condition that they reimburse the school system for a substitute if one is needed.
 - b. Employees appointed to public office (including appointments to General Assembly staff) may propose a compensation plan to include leave with pay. This proposal must be submitted for approval to the Superintendent or designee at least thirty calendar days before the beginning of the leave requested. Any pay received for service performed while on such leave must be endorsed to the Arlington County School Board.
 - The duration of such leave shall be sufficient to permit the performance of all required duties of the office.

C. Substitutes

When a teacher has made a request for a substitute teacher in advance, and the reason for the civil leave or the public service leave has been eliminated, the teacher must notify the appropriate authority to cancel the request for a substitute no later than one hour after the start of the workday prior to the workday for which the substitute was requested.

D. Leave for Summer Educational Duties

When a T-scale employee is attending summer school or has a teaching assignment that the School Board has determined to be beneficial to the school system, the School Board may grant, on written request, up to two days of leave with pay. Such leave will be granted only when:

- 1. All of the employee's responsibilities for the school term have been fulfilled; and
- 2. The leave is necessary for the employee to start or finish school or the teaching assignment on time; and
- 3. The employee is not being paid for the teaching assignment on the days for which leave has been granted.

E. Leave for Blood Donation

Leave during the school day may be granted to employees to donate blood as long as no substitute is required.

F. Leave for Crime Victims to Attend Court Proceedings

Employees who are victims of crimes are permitted to take leave to exercise their right to be present at a criminal trial related to the crime. Employees should use personal or annual leave for time missed or obtain approval for leave without pay if their leave has been exhausted. While employees are permitted this leave, supervisors are permitted to limit absence of essential employees at critical times.

Article 41: Sick Leave Donations

Donations or transfers of sick leave may be made between employees.

- An employee who wants donated sick leave must submit a written request to the
 Assistant Superintendent for Human Resources or designee to authorize sick leave
 donations. The request must include the reason why donated leave is requested and
 the approximate duration of the employee's absence. The Assistant Superintendent for
 Human Resources or designee may approve the request and send notification to the
 employee's immediate supervisor.
- 2. An employee to whom sick leave is donated must have used all available leave, including annual leave or personal leave.
- 3. Donated leave may not be applied retroactively.
- 4. An employee to whom sick leave is donated must be on leave due to personal serious illness or injury or the serious illness or injury of a member of the employee's immediate family for a period of five or more consecutive working days. The first five days of the absence may not be charged to donated leave.
- 5. If the employee's request is approved, Human Resources shall send sick leave donation authorization forms to the employee's principal or supervisor to coordinate donations. Employees may not solicit donated leave personally from other employees. Completed forms must be returned to the Human Resources office.
- 6. Unless a member of the employee's immediate family, no employee may donate more than five days of sick leave to another employee. If a member of the employee's immediate family, an employee may donate up to ten days of sick leave.
- 7. APS may consider donations for intermittent leave granted pursuant to the Family and Medical Leave Act (FMLA).
- 8. Employees may not save unused donated leave for follow-up check-ups or subsequent absences.
- After the first five days of leave, donated leave may only be used for up to 30 calendar days after the onset of injury or illness. Donations that exceed the maximum number of leave days permitted will not be considered.

Article 42: Organizational Leave

- A. The duly elected President of AEA shall be granted an unpaid leave of absence to serve as President.
 - This leave will be limited to two years, with the possibility of renewal for an additional two years for a maximum of four years of leave. This leave shall be designated as educational leave for VRS reporting purposes.
 - 2. The procedures for returning from this leave of absence are detailed in Article 32 Leave of Absence Section C.
- B. Organizational leave, with pay, shall be granted to employee representatives at meetings of the organization or its affiliates. Such leave must be approved by the Superintendent or designee.
 - 1. No employees shall be granted more than five days of organizational leave in a school year with the following exceptions:
 - a. Members of the AEA collective bargaining team will be granted organizational leave for negotiation sessions, and this does not count towards the five days. In years the parties negotiate a successor Agreement, members of the AEA collective bargaining team may request up to two days for bargaining preparation and training. If granted, the day(s) will not count towards the five days.
 - b. Additional requests can be submitted and will be considered on a case-by-case basis. Any such requests will only be granted if such leave is not disruptive to the operations and functioning of APS as determined by the Superintendent or designee.
 - 2. Authorization for such leave must be requested by the President of AEA to the Superintendent or designee. The request shall include the full name and worksite of the employee taking the leave, as well as the date(s) of the event the employee would be attending. Upon approval, the employee will immediately notify their supervisor and will submit leave via proper channels.

Requests for organizational leave must be made at least five (5) workdays in advance.

Article 43: Evaluation

A. Professional Assistance

- 1. Professional support will be available for probationary employees.
- 2. Professional development will be conducted to support employees new to APS.
- Peers who are formally asked to assist new employees will receive training and support as needed, and in some cases compensation. These peers might include department chairs, school-based mentors, team leaders, retired educators and employees interested in working with new staff.

B. Employee Response to Evaluation

If the employee disagrees with the evaluation, the employee may submit a written statement of disagreement. The statement will be reviewed by the Department of Human Resources and become part of the employee's evaluation.

C. Performance Improvement Plans

- If there is a disagreement about whether the actions necessary to improve performance have been accomplished, the employee may submit a written statement to the Department of Human Resources, Division of Employee Relations. The statement shall be attached to the employee's Performance Improvement Plan and shared with the employee's supervisor for further consideration.
- 2. If a supervisor is recommending disciplinary action based on performance, the supervisor should follow the Recommendation for Disciplinary Action process.

Article 44: Staff Reductions - ITCs

A. Seniority

- 1. ITCs accrue seniority from the last date of employment with APS.
- 2. If two employees have the same last date of employment, the employee with the highest last four digits of the social security number shall be declared the most senior.
- An employee's seniority shall be broken by voluntary resignation, discharge for just cause or retirement.

B. Surplussing

- When it becomes necessary to reduce ITC positions, the employee(s) with the least seniority will be surplussed.
- 2. If there are no ITC positions available, the surplussed ITC may be assigned to a teacher position. The ITC must be qualified for such teacher position.
- 3. If an ITC is transferred to a teacher position the employee shall be placed at a step at the lower grade that equals or just exceeds their salary in the higher grade. If the employee's salary exceeds the highest rate payable at the lower grade, they shall retain the salary at the higher grade for a period not to exceed one school year.
- 4. If ITC position(s) are restored within twelve months, the affected employees shall be notified and shall have the right to be transferred back to the ITC position(s) in seniority order.
- 5. If an ITC is transferred to a teacher position, they may:
 - a. Take accrued annual leave before the completion of their tenure as an ITC employee;
 - b. Receive a lump sum payment for accrued annual leave when the new assignment becomes effective. Employees hired before July 1, 2011, are eligible to be paid for 100% of their accumulated leave based on their hourly rate of pay. Employees hired after July 1, 2011, are eligible to be paid for up to 40 days of their accumulated annual leave, based on their hourly rate of pay.

Article 45: Staff Reductions -Teachers

A. Seniority

- Full-time teachers accrue seniority from the last date of hire with APS within each of the categories outlined in section
- 2. Part-time teachers do not accrue seniority.
- 3. If a full-time teacher voluntarily moves to part-time status, the employee shall retain all seniority credits earned to that point but will no longer accrue additional credits. Should such a part-time teacher return to full-time status without a break in service, the teacher will retain all previously accrued seniority credits, and resume accruing seniority credits. Should such a part-time teacher's position be eliminated, every effort will be made to offer the part-time teacher a position for which they qualify during the next school year.
- 4. Any teacher hired after January 15 shall be classified as a temporary employee and shall not accrue seniority or reemployment rights but will earn salary credit for ninety or more days. However, if the teacher is hired for the next school year without a break in service, seniority shall accrue from the first day of continuous employment.
- Full-time teachers (1.0 FTE or more) shall earn one credit for each month of service up to a maximum of ten credits for a year of service.
- 6. Seniority earned as an instructional assistant is not transferable to teacher seniority, and teacher seniority is not transferable to instructional assistant seniority.
- 7. Part-time teachers who earned seniority credits while working in full-time positions will forfeit seniority credits if their part-time positions do not continue into the subsequent school year, unless they are rehired into a part-time or full-time position no later than September 30 of the same year.
- 8. Accrued seniority credits are not a criterion for transfer or hiring.

B. Surplussing

- T-scale employees whose jobs have been eliminated, whose jobs have been changed from fulltime to part-time, or whose jobs have been preempted by employees returning from leaves of absence, but who have not been reduced in force, are considered surplussed employees.
 Surplussed employees are eligible to fill vacant T-scale positions for which they are qualified.
- When it becomes necessary to identify surplus staff at the secondary level within a school or a department (English, Mathematics, Social Studies, etc.), the person with the least system-wide seniority within each affected department will be surplussed.
- 3. At the elementary level, if the reduction to a staff is a part-time position, the least senior part-time person (within the category Kindergarten, Montessori, 1-6, etc.) shall be displaced. If there is no part-time within the category, the least senior full-time person in the category shall be identified as at least partially surplus. If a full-time position is reduced, the least senior teacher within the category shall be displaced as long as there is a licensed more senior staff person to assume the position. If there is no more senior staff person who can assume the position, the next least senior full-time staff person shall be designated.
- 4. If there is a tie with respect to the teacher with the least seniority, the teacher who has dual endorsement in areas that are needed by the school or whose active assignment and/or special

- skills are determined to be essential to the effective operation of the school program shall be declared the most senior. If after this process there still is a tie, the tie shall be broken by using the last four digits in the employees' social security numbers. The teacher with the highest number shall be the most senior.
- 5. Employees transferred under these conditions shall have the right to apply for a voluntary transfer to any announced vacant position for which they qualify at any time. If not selected for a transfer position or laid off on the basis of seniority, the surplus teacher will be assured an administrative transfer based on their qualifications by August 1.
- 6. Affected employees shall be given written notice of and rationale for action under this section. To the extent possible, the notice shall be provided to affected employees no more than 60 days before the effective date.

C. Lay-Off and Recall

- 1. To the extent possible, by May 15 each year, teachers who will be laid-off shall be notified in writing.
- 2. A lay-off occurs only when there is a shift of pupils or a reduction in the number of pupils within the school system, or when a program is eliminated. If it is necessary to lay-off teachers, a variety of factors will be considered to select teachers including, but not limited to, seniority and performance evaluations.
- 3. Employees on the recall list shall be placed in positions for which they are qualified based on the factors used to select teachers for lay-off in C2, above, in the inverse order of lay-off.

D. Exemption

- The School Board may exempt from lay-off or designation as surplus those classroom teachers
 whose special skills and/or assignments are essential to the effective operation of the school
 program. (For purposes of this procedure, a "classroom teacher" is a teacher who works in a
 classroom with students.) Exemptions are solely within the purview of the School Board on the
 recommendation of the Superintendent.
 - a. Each principal may recommend for exemption one classroom teacher for every nineteen classroom teachers employed at the school, or at least one classroom teacher if the school has fewer than nineteen classroom teachers.
 - b. Written requests for exemptions must be submitted to the Superintendent by April 15. The request must contain the name of the teacher to be exempted and the reasons why the principal believes that the teacher's special skills and/or assignment is essential to the effective operation of the school program. The Superintendent or designee shall review the principal's request, determine whether to support it, and make a recommendation to the School Board for action at its second meeting in April.
 - c. The recommendation by the Superintendent or designee for exemption shall be available for inspection by any classroom teacher who is affected by the exemption.
 - d. For purposes of this section, "assignment" means the category in which the teacher is employed.
- 2. Classroom teachers who are within five years of eligibility for unreduced retirement and who otherwise would not be laid-off are exempt from displacement under section D.

3. Except for the situation described in section D-2 above, if an exempted teacher is identified to be displaced, the next least senior teacher in the exempted teacher's category shall be displaced.

Article 46: Disciplinary and Corrective Action

Disciplinary action shall be consistently and fairly applied and shall be taken only for good cause to address conduct and/or performance deficiencies. The severity of a disciplinary action based on conduct deficiencies shall be determined by the severity of the misconduct. Disciplinary actions shall be applied in a progressive manner to rehabilitate and correct, so long as doing so does not compromise agency operations or safety.

The following disciplinary actions may not be effected until approved by the School Board:

- Termination
- Placement on, or extension of, probation
- Demotion
- Suspension without pay

The remaining form of disciplinary action, Written Reprimand, does not require School Board approval.

A. Definitions

- 1. "Demotion" is the involuntary, non-budget-related re-assignment of an employee from their position to a lower-graded position.
- "Oral Warning" is an oral statement given to an employee by a supervisor or other administrator to correct performance or conduct and to communicate the consequence of further such performance or conduct.
- 3. "Placement on Probation" is moving an employee to probationary status.
- 4. "Suspension" is a period of involuntary leave with or without pay in accordance with VA Code 22.1-315.
- 5. "Termination" is separation from employment with the school system for just cause.
- 6. "Written Reprimand" is a letter or memorandum to an employee from the Assistant Superintendent for Human Resources or designee issued to correct performance or conduct and to communicate the consequences of further such actions.
- 7. "ASHR": Assistant Superintendent for Human Resources
- 8. "Assistant Superintendent for Human Resources": any references to the Assistant Superintendent for Human Resources (or ASHR) in this Article shall mean the Assistant Superintendent for Human Resources (or ASHR) or their Designee.
- 9. "Principal": any references to a Principal in this Article shall mean the Principal, Next Level Supervisor, or their Designee.
- 10. "Superintendent": any references to the Superintendent in this Article shall mean the Superintendent or their Designee.

B. Procedure for Disciplinary Actions

Employee, regardless of probationary status, may be subject to disciplinary action due to deficiencies in performance or conduct.

For purposes of this article, "performance below acceptable standards" has the same meaning as "incompetency"-- "incompetency may be construed to include, but shall not be limited to, consistent failure to meet the requirements for the position or performance that is documented through evaluation to be consistently less than satisfactory."

- 1. When a supervisor concludes that the performance or conduct of an employee is below acceptable standards, they shall send a written proposal for disciplinary action to the employee, including any material relied on to support the proposal, with a copy to the Assistant Superintendent for Human Resources. (If the proposal is made because of performance deficiencies, the use of performance improvement procedures are a necessary prerequisite to taking action.) The proposal shall state:
 - a. The action being proposed (e.g., termination, placement on, or extension of, probation, demotion, suspension, written reprimand);
 - b. The aspects of performance or conduct upon which the proposal is based;
 - c. The right to answer orally and in writing to the Assistant Superintendent for Human Resources; and
 - d. The time, not less than ten calendar days, by which the employee's reply must be made.
 - e. If a proposal for disciplinary action is initiated by the Assistant Superintendent, Human Resources, the procedures in paragraph 2 below will not apply. The employee will be informed at that stage of the right to appeal by filing a grievance under the procedures outlined in the Grievances article of this Agreement.
- 2. The Assistant Superintendent for Human Resources shall consider any oral or written reply made by the employee. The Assistant Superintendent's decision letter must contain:
 - a. The decision;
 - b. Reference to the employee's written and/or oral replies, if any;
 - c. The date that the recommendation will go to the School Board and the effective date of the action, if approved; and
 - d. A statement of the employee's right to appeal by filing a grievance.
- 3. Except for Written Reprimands, no disciplinary action may be effected until it has been approved by the School Board.
- 4. A proposal to take disciplinary action (B-1 above) may not be grieved.

C. Dismissal

The procedures for dismissal of an employee are detailed in the Grievances section of this Agreement.

D. Alleged Criminal Activity

Procedures for addressing an employee's alleged criminal activity are provided in the Code of Virginia § 22.1-315.

E. Corrective Actions

Corrective actions are less severe actions taken to correct an employee's conduct or performance deficiencies (work-related behavior). Corrective actions include:

Oral Warnings

- Performance Improvement Plans
- Counseling Memos
- Letters of Concern
- Letters of Warning

Corrective actions are not grievable.

Oral communications with employees regarding corrective actions shall be made in confidence.

Written forms of corrective actions shall not be placed in an employee's personnel file.

F. Complaints

- 1. If a written complaint is used as a basis for or as evidence supporting a disciplinary action, the employee shall be entitled to receive a copy of the complaint.
- 2. Anonymous complaints may not be used as the basis for, or evidence in, any action taken under this procedure.

G. Representation

A employee is entitled to a representative during any meeting related to discipline of the employee or that may result in a disciplinary action, including investigatory interviews when the employee is accused of misconduct, provided that securing representation does not cause the meeting to be unreasonably delayed.

Article 47: Grievance Procedures

Employee shall be provided an orderly procedure for resolving disputes concerning School Board policies, Policy Implementation Procedures, rules and regulations as they affect the work of employees, this Collective Bargaining Agreement, and disciplinary actions.

A. Definitions

For purposes of this article, the following definitions apply:

- 1. "Business day" means any day that the A' School Board office is open.
- 2. "Days" means calendar days unless otherwise specified. Whenever the last day for performing an act required by this procedure falls on a Saturday, Sunday, or legal holiday, the act may be performed on the next day that is not a Saturday, Sunday, or legal holiday. The time limits contained herein may, by express agreement between the School Board or school division, and the employee (or representative), be reasonably extended.
- 3. "Principal": any references to a Principal in this Article shall mean the Principal, Next Level Supervisor, or their Designee.
- 4. "Superintendent": any references to the Superintendent in this Article shall mean the Superintendent or their Designee.
- 5. "Teacher" or "teachers" means any member of the Licensed Bargaining Unit.

B. Procedure for Non-Disciplinary Grievances

For grievances of matters unrelated to disciplinary action, the following procedure shall be used:

1. Step 1 – Informal

The first step shall be an informal conference between the teacher and their immediate supervisor (which may be the principal). The teacher shall state the nature of the grievance, and the immediate supervisor shall attempt to adjust the grievance. It is mandatory that the teacher present the grievance informally prior to proceeding to Step 2.

2. Step 2 – Principal

If for any reason the grievance is not resolved informally in Step 1 to the satisfaction of the teacher, the teacher must perfect their grievance by filing a written grievance appeal on the required form (page 1 here¹) within 15 business days following the event giving rise to the grievance, or within 15 business days following the time when the employee knew or reasonably should have known of its occurrence, specifying on the form the specific relief expected. If a Step 1 conference has been held but no decision rendered, by the Step 2 filing deadline, the employee may file the Step 2 grievance on the 15th business day.

Regardless of the outcome of Step 1, if a written grievance appeal is not, without just cause, filed within the specified time, the grievance will be barred.

¹ Operations - Grievance Form, All Staff, Non Disciplinary.pdf - All Documents (sharepoint.com)

A meeting shall be held between the principal and the teacher (or their designee or both) within five business days of the receipt by the principal of the written grievance. At such meeting the teacher or other party involved, or both, shall be entitled to present appropriate witnesses and to be accompanied by a representative other than an attorney. The principal shall respond in writing by completing page 2 of the grievance <u>packet</u> within five business days following such meeting.

The principal may forward to the teacher, within five days from the receipt of the written grievance, a written request for more specific information regarding the grievance. The teacher shall file an answer thereto within 10 business days, and the meeting must then be held within five business days thereafter.

3. Step 3 – Superintendent

If the grievance is not settled to the teacher's satisfaction in Step 2, the teacher can proceed to Step 3 by checking the corresponding space on page 3 of the grievance packet and submitting all grievance materials to the Superintendent within five business days after receipt of the Step 2 answer (or the due date of such answer). A meeting shall then be held between the Superintendent and the teacher (or their designee or both) at a mutually agreeable time within five business days. The Superintendent may make a written request for more specific information from the teacher, but only if such information was not requested in Step 2. The teacher shall file an answer to such request within 10 business days, and the meeting shall be held within five business days of the date on which the answer was received. At such meeting, both the Superintendent and the teacher shall be entitled to present witnesses and to be accompanied by a representative who may be an attorney. A representative may examine, cross-examine and question witnesses, and present evidence on behalf of a grievant or the Superintendent without violating the provisions of §54.1-3904 of the Code of Virginia. If no settlement can be reached in said meeting, the Superintendent shall respond in writing, by completing page 3 of the grievance packet, within five business days following such meeting. If the grievance is not resolved to the satisfaction of the employee in Step 3, the teacher may request a decision by the School Board pursuant to Step 4.

4. Step 4 – Decision by School Board

a. If a teacher elects to request a decision by the School Board as provided for in Step 3, they must notify the Superintendent, by checking the corresponding space on page 3 of the grievance <u>packet</u> and resubmitting all materials to the Superintendent, within five business days after receipt of the decision as required in Step 3, or the due date thereof. Upon receipt of such notice, the Board may hold a hearing on the grievance, may elect to have the hearing conducted by a hearing officer appointed by the School Board consistent with the procedures in §22.1-311 of the Code of Virginia, or may make its determination on the basis of the written evidence presented by the teacher, the recommendation of the Superintendent, and the record of the proceedings at steps 1-3.

- b. In any case in which the School Board elects to hold a hearing or elects to have a hearing officer conduct the hearing, the hearing shall be set within 30 days of the School Board's receipt of the notice required by subdivision 4a of this section (Step 4a), and the teacher must be given at least 15 days' written notice of the date, time, and place of the hearing.
 - i. The teacher and the Superintendent may be represented by legal counsel or other representatives. The hearing shall be private, unless the teacher requests a public hearing. The School Board or the hearing officer, as the case may be, shall establish the rules for the conduct of the hearing. Such rules shall include the opportunity for the teacher and the Division Superintendent to make an opening statement and to present all material or relevant evidence, including the testimony of witnesses and the right of all parties or their representatives to cross-examine the witnesses. Witnesses may be questioned by the School Board or the hearing officer.
 - ii. In the case of a hearing conducted by the School Board, the School Board's attorney, assistants, or representative, if he/she or they represented a participant in the prior proceedings, the grievant, the grievant's attorney or representative and, notwithstanding the provisions of §22.1-69 of the Code of Virginia, the Superintendent shall be excluded from any closed session of the School Board that has as its purpose reaching a decision on the grievance. However, immediately after a decision has been made and publicly announced, as in favor of or not in favor of the grievant, the School Board's attorney or representative, and the Superintendent, may join the School Board in executive session to assist in the writing of the decision.
 - iii. A stenographic record or other recording of the hearing shall be taken. However, the recording may be dispensed with entirely by mutual consent of the parties. If the recording is not dispensed with, the two parties shall share the cost of the recording equally, and if either party requests a transcript, that party shall bear the expense of its preparation.
- c. In the event of a hearing conducted by a hearing officer, the recommendation of the hearing officer shall be based exclusively upon the evidence presented at the hearing. Upon the hearing officer's own motion or upon application by either party to the grievance, the hearing officer may reopen the hearing for the purpose of hearing after-discovered evidence upon a finding of good cause by the hearing officer at any time before their recommendation is due. The hearing officer shall transmit their written recommendation and a record or recording of the hearing to the School Board as soon as practicable and no more than 10 business days after the hearing.
- d. In the event of a hearing by a hearing officer, the School Board may make its decision upon the record or recording of such hearing, or the School Board may elect to conduct a further hearing to receive additional evidence. The School Board must hold such further hearing as soon as practicable and must give written notice of the time and place of such further hearing to the Division Superintendent and the teacher within 10 business days after the Board received the record or recording of the initial hearing. The

- notice must specify each matter to be inquired into by the School Board. The School Board shall determine the procedure to be followed at such further hearing.
- e. In the event of a hearing before the School Board, the School Board shall give the teacher its written decision as soon as practicable and no more than 30 days after the hearing. The decision of the School Board shall be reached after considering the evidence and information presented at the School Board hearing.
- f. In the event of a hearing before the hearing officer followed by a further hearing by the School Board, the School Board shall give the teacher its written decision as soon as practicable and no more than 30 days after such further hearing. The decision of the School Board shall be reached after considering the record or recording of the initial hearing, the recommendations of the hearing officer, and the evidence and information presented at the further hearing before the School Board.
- g. In the event of a hearing before a hearing officer in cases in which no further hearing is conducted by the School Board, the School Board shall give the teacher its written decision as soon as practicable and no more than 30 days after receiving the record or recording of the hearing. The decision of the School Board shall be reached after considering the record or recording of the hearing and the recommendations of the hearing officer.
- h. The School Board shall retain its exclusive final authority over matters concerning employment and the supervision of its personnel.

Grievability

Should a dispute arise as to whether a matter is grievable (regardless of the merits of Grievant's claim), either APS or the Grievant may request that the School Board make a decision on grievability. This request can be made at any point after Grievant has put their grievance in writing but before a Step 4 Hearing is held.

Within ten (10) business days of the request, the School Board will provide a decision on grievability. The School Board shall reach its decision only after allowing both parties opportunity to present written or oral arguments regarding grievability. The decision as to whether the arguments shall be written or oral shall be at the discretion of the School Board.

Within ten (10) business days of the School Board's decision on grievability, either APS or Grievant may appeal the decision to the Circuit Court. The School Board then has ten (10) business days to submit all relevant materials to the circuit court clerk. Within ten (10) business days of receiving the materials, the Circuit Court will hear the appeal. Within fifteen (15) days of this hearing, the Court will decide whether to uphold or reverse the School Board's decision.

Should it ultimately be decided that the matter is grievable, the grievance reverts back to the step it was when the grievability request was made.

Time Limitations

The right of any party to proceed at any step of this Part II grievance procedure shall be conditioned upon compliance with the time limitations and other requirements set forth in this procedure.

The failure of the teacher to comply with all substantial procedural requirements including initiation of the grievance and notice of appeal to the next step in the procedure, shall eliminate the teacher's right to any further proceedings on the grievance unless just cause for such failure can be shown.

The failure of the School Board or any supervisory employee to comply with all substantial procedural requirements without just cause shall entitle the grievant, at his option, to advance to the next step in the procedure or, at the final step, to a decision in his favor.

The determination as to whether the substantial procedural requirements of this Part II of the Procedure for Adjusting Grievances have been complied with shall be made by the School Board. In any case in which there is a factual dispute as to whether the procedural requirements have been met or just cause has been shown for failure to comply, the School Board shall have the option of allowing the grievant to proceed to its next step. The fact that the grievance is allowed to proceed in such case shall not prevent any party from raising such failure to observe the substantial procedural requirements as an affirmative defense at any further hearing involving the grievance.

C. Procedure for Grievances Involving Disciplinary Actions Other Than Dismissal

Aside from dismissal, employees may be disciplined for performance (following implementation of any required performance improvement procedures) or misconduct in the following ways:

- Written Reprimand
- Extension of Probation: extending the probationary period of an employee
- Demotion: the involuntary, non-budget-related reassignment of an employee from their position to a lower graded position
- Suspension Without Pay: a period of involuntary leave without pay, specifically for misconduct or poor performance substantiated by APS.

Upon receiving a written reprimand or disciplinary recommendation notice from the Assistant Superintendent of Human Resources (ASHR), an employee may grieve the proposed action using the same process outlined in Part B of this Article, with the following caveats:

- They may skip Step 1 and begin with Step 2 (Principal).
- They have 15 *calendar days*, not business days, from receipt of the reprimand or disciplinary recommendation notice to file their Step 2 grievance.

D. Procedure for Grievances Involving Dismissals

- 1. Notice to Teacher of Recommendation for Dismissal
 - a. In the event the Division Superintendent determines to recommend dismissal of any teacher, written notice shall be sent to the teacher on the forms found here² notifying them of the proposed dismissal, and informing the teacher that within 10 business days after receiving the notice, the teacher may request a hearing by filling out the second page of the forms before the School Board or, at the option of the School Board, a hearing officer appointed by the School Board.
 - b. During such 10-business-day period and thereafter until a hearing is held in accordance with the provisions herein, if one is requested by the teacher, the merits of the recommendation of the Superintendent shall not be considered, discussed, or acted upon by the School Board except as provided for herein.
 - c. At the request of the teacher, the Superintendent shall provide the reasons for the recommendation in writing or, if the teacher prefers, in a personal interview with the Superintendent. In the event a teacher requests a hearing, the Division Superintendent shall provide, within 10 days of the request, the teacher, or their representative, with the opportunity to inspect and copy their personnel file and all other documents relied upon in reaching the decision to recommend dismissal. Within 10 days of the request of the Division Superintendent, the teacher, or their representative, shall provide the Division Superintendent with the opportunity to inspect and copy the documents to be offered in rebuttal to the decision to recommend dismissal. The Division Superintendent and the teacher or their representative shall be under a continuing duty to disclose and produce any additional documents identified later that may be used in the respective parties' cases- in-chief. The cost of copying such documents shall be paid by the requesting party.
 - d. Upon a timely request for a hearing, the School Board or, at the School Board's option, a hearing officer appointed by the School Board shall set a hearing within 15 days of the request and the teacher shall be given at least five days' written notice of the time and the place of the hearing.

2. Procedure for Hearing

a. The hearing shall be conducted by the School Board or, at the School Board's option, a hearing officer appointed by the School Board. The teacher and the Division Superintendent may be represented by legal counsel or other representatives. The hearing shall be private, unless the teacher requests a public hearing. The School Board or hearing officer, as the case may be, shall establish the rules for the conduct of the hearing, and such rules shall include the opportunity for the teacher and the Division Superintendent to make an opening statement and to present all material or relevant evidence, including the testimony of witnesses, and the right of all parties to cross-examine the witnesses. Witnesses may be questioned by the School Board or hearing officer.

² Operations - Grievance Form, Licensed Staff, Dismissal.pdf - All Documents (sharepoint.com)

- b. The parties shall produce such additional evidence as the School Board or hearing officer may deem necessary to an understanding and determination of the dispute. The School Board or hearing officer shall determine the relevancy and materiality of the evidence offered. All evidence shall be taken in the presence of the School Board or hearing officer and of the parties.
- c. Exhibits offered by the teacher or the Division Superintendent may be received in evidence by the School Board or hearing officer and, when so received, shall be marked and made a part of the record.
- d. A stenographic record or other recording of the proceedings shall be taken. The two parties shall share the cost of the recording equally. The record or recording of the proceedings shall be preserved for a period of six months. If the School Board requests that a transcript of the record or recording be made at any time prior to expiration of the six-month period, it shall be made and copies shall be furnished to both parties. The School Board shall bear the expense of the transcription.
- e. The teacher shall bear his own expenses. The School Board shall bear the expenses of the Division Superintendent and the hearing officer.
- f. Witnesses who are employees of the School Board shall be granted release time if the hearing is held during the school day. The hearing shall be held at the school in which most witnesses work, if feasible.
- g. In the event of a hearing conducted by a hearing officer, the recommendation of the hearing officer shall be based exclusively upon the evidence presented at the hearing. Upon the hearing officer's own motion or upon application by the teacher or the Division Superintendent, the hearing officer may reopen the hearing for the purpose of hearing after- discovered evidence upon a finding of good cause by the hearing officer at any time before their recommendation is due. The hearing officer shall transmit their written recommendation and a record or recording of the hearing to the School Board as soon as practicable and no more than 10 business days after the hearing.
- h. In the event of a hearing by a hearing officer, the School Board may make its decision upon the record or recording of such hearing, or the School Board may elect to conduct a further hearing to receive additional evidence. The School Board must hold such further hearing as soon as practicable and must give written notice of the time and place of such further hearing to the Division Superintendent and the teacher within 10 business days after the Board received the record or recording of the initial hearing. The notice must specify each matter to be inquired into by the School Board. The School Board shall determine the procedure to be followed at such further hearing.

3. School Board Determination

- a. In the event of a hearing before the School Board, the School Board shall give the teacher its written decision as soon as practicable and no more than 30 days after the hearing. The decision of the School Board shall be reached after considering the evidence and information presented at the School Board hearing.
- b. In the event of a hearing before a hearing officer followed by a further hearing by the School Board pursuant to subdivision B8 of this section, the School Board shall give the

teacher its written decision as soon as practicable and no more than 30 days after such further hearing. The decision of the School Board shall be reached after considering the record or recording of the initial hearing, the recommendations of the hearing officer, and the evidence and information presented at the further hearing before the School Board.

- c. In the event of a hearing before a hearing officer in cases in which no further hearing is conducted by the School Board, the School Board shall give the teacher its written decision as soon as practicable and no more than 30 days after receiving the record or recording of the hearing. The decision of the School Board shall be reached after considering the record or recording of the hearing and the recommendations of the hearing officer.
- d. The School Board may dismiss or suspend a teacher upon a majority vote of a quorum of the School Board. The School Board's attorney, assistants, or representative, if they represented a participant in the prior proceedings; the grievant; the grievant's attorney or representative; and, notwithstanding the provisions of §22.1-69 of the Code of Virginia, the Superintendent shall be excluded from any closed session of the School Board that has as its purpose reaching a decision on a grievance. However, immediately after a decision has been made and publicly announced, as in favor of or not in favor of the grievant, the School Board's attorney or representative and the Superintendent may join the School Board in executive session to assist in the writing of the decision.

E. AEA Grievances

If AEA alleges a violation arising out of the interpretation of this Collective Bargaining Agreement or the School Board Resolution Authorizing Collective Bargaining in APS, but not including an individual employee(s) grievance, such matter will be handled by a neutral third party. The neutral third party's recommendations will be submitted for final consideration by the School Board. Any allegations must be raised within 90 days of the alleged violation.

Article 48: Severability

If any provision of this Agreement is determined to be contrary to law, such provision shall be void and unenforceable, but only to the extent it is invalid or illegal. All other provisions of this Agreement shall continue in full force and effect. Nothing in this Agreement is intended to limit or diminish the powers or responsibilities of the School Board.

Article 49: Duration of Agreement

This Agreement shall go into effect on July 1, 2024, as long as it has been ratified by the AEA and then approved by the School Board prior to that date. It shall remain in effect until the 30th day of June 2027. It shall be automatically renewed from year to year thereafter unless either party notifies the other in writing, no later than July 1, 2026, that it desires to modify or terminate the Agreement. Upon expiration of this Agreement, the terms of the Agreement shall remain in effect until superseded by a new Agreement.

Signed:

On Behalf of Arlington Education Association (AEA):

June Prados

June Prakash

President, AEA

Chief Negotiator, AEA

On Behalf of Arlington Public Schools (APS):

Stephanie Maltz

Director, Labor Relations, APS

Date