

Collective Bargaining Agreement  
between  
Arlington Public Schools  
and  
Arlington Education Association—  
Support Unit

Effective:

July 2024 through June 2026

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## 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 Support personnel at APS
- Support 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 Support Personnel Bargaining Unit
  - 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
  - Ex: “FY25” runs from July 1, 2024 through June 30, 2025
- 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 bargaining unit member grievances, but excluding identification of actual conduct that is subject to discipline and the setting of any disciplinary action, with the good faith intent to reach an agreement regarding the above listed subjects for the employees in this bargaining unit referred to as "Support Personnel," conditioned on the appropriation of funds to the School Board. Collective bargaining shall not mean negotiations as to matters controlled or preempted by any federal or state constitutional provision, law, rule or regulation.

- B. Support Personnel means any APS employee who is not categorized as Administrative Personnel, Licensed Personnel, or Confidential Personnel.

Administrative Personnel means principals, assistant principals, and supervisors who are required by their job description to have an endorsement issued by the Virginia Department of Education in administration and supervision preK-12, or who has actual authority to recommend the hiring, suspending, layoff, recall or discharge of other employees, excluding Confidential personnel.

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)
- School Psychologists
- Social Workers
- Speech Pathologists
- Department Chairs

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; or
- Assists 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 duties. 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:

1. 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;
3. 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;
4. 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 Virginia, and
9. 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. Extra Duty Assignments

Individuals who serve in extra duty assignments and who are regular APS employees shall 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.

### B. Full-time Employee - Regular Work Schedules

1. Full-time A-scale employees shall have the following regular workdays:
  - a. Occupational and Physical Therapy Assistants, Resource Assistants, and Library/Media Assistants shall have a regular workday of eight hours, plus an unpaid lunch period of thirty-five minutes.
  - b. Other assistants shall have a regular workday of seven hours, plus a duty-free unpaid lunch period of thirty-five minutes.
  - c. If A-scale employees are assigned to supervise specific classes or students in the cafeteria or during recess, they shall have their scheduled duty-free, unpaid lunch break outside of these supervisory responsibilities.
2. The regular workday for C-scale employees shall be established based on the time necessary to complete the work involved in preparation, serving and clean-up.
3. D-scale employees shall have regular shifts and starting times that guarantee each driver at least thirty hours per workweek, with 2 shifts of three (3) hours each.
4. The regular workday for full-time G-scale employees shall be eight hours, plus an unpaid lunch period of thirty-five minutes for school-based employees or forty-five minutes for employees in other buildings.
5. The regular workday for full-time M-scale employees shall be eight hours, plus an unpaid thirty-five-minute lunch period.
  - a. M-scale employees shall be provided a ten minute paid rest period for every four hours worked. Rest periods may not be scheduled immediately before or after a meal period or at the beginning or the end of the employee's shift.
  - b. M-scale employees shall be provided a personal clean-up time, not to exceed fifteen minutes, at the end of the workday.
6. The regular workday for full-time E- and N-scale employees shall be eight hours, plus an unpaid lunch period of thirty-five minutes.
7. The regular workdays for Extended Day Supervisors and Assistant Supervisors vary based on the position and shall be determined by the Extended Day Office. In addition to the hours paid, Extended Day Supervisors and Assistant Supervisors shall have an unpaid, duty-free lunch period of thirty-five minutes.
8. Other full-time employees shall have a workday of eight hours, plus an unpaid lunch period each day.
9. A calendar indicating the days and hours to be worked by ten-month employees shall be published annually by Human Resources.

### C. Meal Periods

Full-time employees who work more than four consecutive hours daily must take a meal (lunch) period as specified in section B above, normally during the middle of their workday. Meal periods

may not be taken at the beginning or the end of the workday. If an employee is required to work three or more hours beyond their regular workday, they shall be provided a thirty-five-minute unpaid meal period.

D. Duty-Free Breaks

Employees covered under the Fair Labor Standards Act must be paid for any period of time during which they perform work. These employees need not be paid during periods of time in which they are:

1. Completely relieved of all duties;
2. Not on-call to return to work; and
3. Given a period of time during which they can leave the work site and return at a specified time to resume duties.

E. Professional Development

1. Mandated professional development shall be conducted during contract hours.
2. A substitute shall be provided for coverage as needed when professional development occurs during a regular student day.

F. Pre-Service Days

1. Pre-service shall not exceed seven (7) days.
2. Employees shall have a minimum of one full day and one-half day of unencumbered time during pre-service to prepare for the school year and complete mandated training.
3. Required training shall be available during contract hours including unencumbered time.

G. Student Referrals

Employees shall complete standardized referrals regarding all incidents of disruptive or unsafe behavior. Reports shall be filed with the principal/designee or appropriate supervisor and will include the name of the staff member completing the referral, description of the disruptive or unsafe behavior, the location, date/time, whether a parent/guardian was notified, and may include recommended corrective actions and/or interventions. The principal/designee shall inform the reporting staff member of corrective actions and/or interventions that have or will be taken.

H. Employee Lactation Support

Every APS building shall designate a private, non-restroom location, shielded from public view, to be used by anyone who is employed by APS to take breaks of reasonable length during the school day to express milk to feed their child.

## Article 8: Emergency Closings

### A. Essential Employees

1. By virtue of their responsibilities, all custodial and maintenance M-scale employees are deemed essential. M-scale custodial and maintenance staff and any other employees within the Department of Facilities & Operations who are designated as essential employees shall be on duty regardless of an unscheduled leave or Emergency Administrative Leave decision and must report unless notified otherwise. APS may remove the designation of employees as essential based upon the nature of the emergency.
2. Non-contracted, hourly employees in the Department of Facilities & Operations who are requested by a supervisor to work during an Emergency Administrative Leave closing will be paid overtime pay (one and one-half times the employee's regular hourly rate of pay) for hours worked on that day.

### B. Unscheduled Leave

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.

### C. Emergency Administrative Leave – Full Day Closure of Schools and Administrative Offices or Early Closure of Administrative Offices

1. 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 unless that employee has been designated as essential.
2. Essential Employees
  - a. All custodians – report at 6 a.m. regardless of usual report time. For joint school/county facilities that remain open during APS closures, the building supervisor can adjust schedules as necessary to provide custodial coverage for joint use facilities.
  - b. Non-custodian M-Scale employees – report at usual start time unless informed otherwise.
  - c. D-Scale employees who have been designated essential do not report, unless called in as needed by the Director of Transportation or designee.

### D. Partial Day - School & Administrative Offices

#### 1. Delayed Opening

##### *Schools:*

- a. When the Superintendent or designee delays the opening of school because of emergency conditions:
  - i. Non-twelve-month 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)
  - ii. The opening of Extended Day programs will be delayed by the same amount of

- time. Extended Day staff are to report at the delayed time.
- iii. Food and Nutrition Services employees are expected to report to work on time.
- 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 C above, regardless of the length of the delay.
- b. When schools are closed but administrative offices are open or delayed, essential employees report as follows:
  - i. School-based custodians report at 6 a.m., regardless of usual report time.
  - ii. Non-school-based custodians report at the regular start of shift.
  - iii. Non-custodial M-Scale employees – report at usual time unless informed otherwise.
  - iv. D-Scale employees who have been designated essential do not report, unless called in as-needed by the Director of Transportation or designee.
- c. 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:
  - i. Non-twelve-month employees may be dismissed after the students have left the school.
  - ii. Extended Day programs will close at 4:00 p.m. Staff will be released after the children have been picked up.
- 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.

- c. 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:*

- a. When administrative offices are closed one-half day early:
    - i. All employees are dismissed at the designated early closure time if supervisor needs are satisfied, and conditions are deemed to affect employee well-being.
    - ii. 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.
    - iii. When administrative offices close early, essential personnel may be released early and may be advised not to report for shifts that begin after the early closure. Essential employees who work following the closure of offices will be paid according to the rules governing Emergency Administrative Leave.
3. School Closure (Administrative Offices Open)
- a. Non-Twelve-Month Employees
    - i. 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.
    - 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. Temporary/hourly-at-will employees who are not benefits eligible are not paid for days when schools and administrative offices are closed due to emergency conditions, except as follows:
      - a. Food and Nutrition Services employees who are hourly-at-will but who have a set working schedule; and
      - b. Extended Day employees who have a set schedule, including hourly trainees.
    - iv. 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
    - i. Unless Emergency Administrative Leave has been granted (see section C above), 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, twelve-month 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’s Birthday
  - Inauguration Day
  - 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- and Eleven Month Employees
1. 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.
  2. 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: Transfers

### A. Voluntary Transfers

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

1. Employees interested in transferring to a position within the same scale and pay grade must apply to open vacancies on the APS Careers Page 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 may recommend the transfer of an employee.
2. To the extent possible, employees shall be given thirty-calendar days' notice of an administrative transfer.
3. The change in position letter will state that the transfer is for non-disciplinary and non-performance 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. Transfer Resulting from Reduction in Force, Reorganization, Etc.

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 article(s) in this Agreement.

## Article 11: Probationary Period

### A. Length of Probationary Period

A person newly appointed to a bargaining unit position must serve a probationary period of one school year. An employee appointed after the start of the school year will be on probation for the remainder of that year plus the full term of the next complete school year, not to exceed a total of eighteen months.

### 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's 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

The probationary period of an employee may be extended for up to ninety calendar days and the probationary period for an A-scale or X-scale employee may be extended for up to one additional school year. The following procedures shall be used to extend a probationary period for these employees:

1. The evaluating administrator shall meet with the employee at least twenty working days before the end of the probationary period to inform the employee that the administrator is proposing to extend the probationary period.
2. The employee shall have five working days to provide the Assistant Superintendent for Human Resources or designee with reasons why the probationary period should not be extended.
3. The Assistant Superintendent for Human Resources or designee shall review the request, consider the employee's response, if any, and make a recommendation to the Superintendent.
4. All parties involved shall be notified of the recommendation of the Assistant Superintendent for Human Resources or designee before the end of the probationary period.

### D. Successful Completion of the Probationary Period

Employees who successfully complete their probationary periods acquire continuing status.

### E. Superintendent Recommendation to Dismiss the Annual Contract of a Probationary Employee

1. The Superintendent or designee may recommend to the School Board that a probationary employee be terminated during the probationary period. The employee shall be provided a copy of the Superintendent or designee's recommendation. Cause is not required for the dismissal of an employee.
2. The Superintendent or designee may determine that the probationary period of any employee be extended for up to one school year.
3. 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 the contract or to terminate the employment of a probationary employee is not appealable under the grievance procedure.

## Article 12: 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.
3. 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 13: Resignation

- A. Resignation is the termination of employment made at the request of the employee.
1. Employees are required to provide two-weeks' notice of resignation.
  2. Resignations that are submitted without the appropriate 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. Resignation with Prejudice
1. Except in cases of emergency or extenuating circumstances, resignations of employees with less than the notice specified will 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 14: Physical Examinations

### A. Annual Bus Driver Physicals

1. School bus drivers must undergo physical examinations annually. Physical examinations must occur prior to the start of a new contract year. The examination shall include those items required by the State Board of Education.
2. After completing the physical examination, the physician shall enter the results on the form required by the State Board of Education.
3. The school system shall pay the cost of these physical examinations. However, if the physical examination needs to be rescheduled due to circumstances within the employee's control, and APS incurs an additional cost, the employee may be responsible for the additional cost.
4. Employees shall be scheduled during contractual time for a physical examination. If the school system schedules employees for physical examinations outside of contractual time, employees will be compensated at their hourly rate for their physical examination.
5. Physical examinations shall be scheduled by APS. Employees shall be provided no fewer than seven (7) workdays' notice of the appointment date.

### B. Security of Information

All persons involved shall respect the employee's right to privacy, including the maintenance of confidential records. The number of persons aware of an employee's medical condition shall be kept to a minimum, consistent with the overall responsibility of the school system.

## Article 15: Assignment of Employees

### A. Assistants

1. Instructional Assistants may express a preference for assignment within their school for the next school year by sending a written request to their supervisor by April 15.
2. No regularly assigned instructional assistant shall be used as a substitute teacher.
3. To the extent possible, Instructional Assistants shall be given their assignments for the next school year before June 15. Employees shall be notified of any changes, in writing, as soon as practicable. If there are any substantial changes in their assignment, they shall be eligible to apply for internal vacancies.
4. Sponsorship of extracurricular activities shall be voluntary.

### B. G Scale

1. Upon request, each unit member will be provided with an available classification specification of their duties or responsibilities.
2. Unless otherwise directed, work assignments communicated to employees outside of contract hours are to be performed during contract hours.

## Article 16: 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. Storage for Personal Belongings

Employees shall have access to storage space for personal belongings, provided there is sufficient space, as determined by the administrator.

### C. Keys

Staff areas, workrooms, and restrooms should be accessible during work hours.

### D. Copy Machines

1. Employees shall have access to functional copiers and color printers.
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 17: Temporary Coverage

A. Definition

Temporary coverage is a requirement to temporarily perform the responsibilities of a higher-graded job.

B. Temporary Coverage

An eligible employee who is temporarily required to perform the responsibilities of a higher-graded job for more than five consecutive workdays shall be paid as stated below for the time worked in the higher-graded job.

C. Pay-Setting

When an employee is temporarily covering a higher-graded job, their pay shall be set at the higher of the rate of the next step of the employee's regular pay grade or the first step of the grade the employee is temporarily covering. Employees who are at the top of their regular pay grade and whose pay is higher than the first step of the grade they are covering, shall be paid an additional 2% of the employee's regular pay.



## Article 18: Employee Uniforms, Safety Equipment and Identification Badges

### A. Uniforms

1. Annual uniform allowances will be applicable to employees who are issued uniforms. When employees report for work, their uniforms should be clean, neat, and not in need of repair.
2. Employees are allotted an annual allowance. If a funding balance remains in their employee account, employees may purchase additional uniforms up to, but not over, annual allocation. Employees may request replacement uniforms though availability is dependent on funding.

### B. Safety Equipment and Cleaning Supplies

1. Safety Equipment
  - a. Employees shall use provided safety equipment as required to ensure safety in the performance of their duties.
  - b. Employees shall be allowed to request replacement safety equipment if during the course of work-related assignments, the equipment is damaged or over the course of time with normal wear and tear becomes out of compliance with safety standards.
2. Cleaning Supplies and Equipment

Employees shall be provided cleaning supplies and equipment as required to perform their duties in a timely manner.

### C. Employee Identification Badges

1. 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.
2. 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. Salary Advancement

#### 1. Annual Step Increases

- a. Employees shall advance one step annually until they reach the top of the salary schedule for their jobs.
- b. Employees are eligible for step increases if they were employed by APS before February 1 of the preceding school year, unless promoted to a new position after February 1 of the preceding school year.
- c. Step increases shall be effective on the first day of the employee's contract year or July 1, depending on the employee's work schedule, unless otherwise negotiated in this Agreement.

### B. M-Scale Shift Differentials

There shall be three shifts established for M-scale employees:

1. The first shift - 6:00 a.m. to 1:59 p.m.
2. The second shift – 2:00 p.m. to 9:59 p.m.; and
3. The third shift – 10:00 p.m. to 5:59 a.m.

Employees who begin work during the second shift and those who begin work during the third shift shall be paid a salary differential. The amount to be paid for the differential shall be reviewed annually by the School Board and published in the salary schedule by Human Resources.

## 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. Each worksite will provide a location for employees to access pay statements in a secure manner.

### C. Deductions

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

## Article 24: Pay Setting

The salaries of newly hired support employees shall be set as follows:

A. Procedures

1. New appointments normally shall be made at the first step of the pay range for the position.
2. Newly hired employees with prior APS experience in the field of the position being filled (e.g., a former A-scale employee who is reemployed in an A-scale job) shall be given credit for up to five years of prior experience with APS.
3. Newly hired employees with prior experience in the field of the position being filled (e.g., experience as an instructional assistant for an A-scale job) may receive credit for a maximum of five years' experience.

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 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: Stipends – Academic and Athletic

### A. Definition of Professional Responsibilities

#### 1. Basic Professional Responsibilities for Employees

- a. Instruction of students for assigned position
- b. Planning for assigned position
- c. Assessment for assigned position
- d. Communication with parents related to assigned position
- e. Additional instructional help for assigned position (i.e., helping students who need help understanding concepts/assignments given as part of the assigned position)
- f. Involvement in school life/culture
  - i. Countywide meetings
  - ii. School staff meetings
  - iii. Coordinating instruction with others
  - iv. Routine professional contacts
  - v. Professional development

#### 2. Professional Responsibilities Requiring Additional Compensation

Leadership in serving students in structured APS programs authorized by a building or program manager or other staff who have access to and the ability to allocate funds for:

- a. Planning of activities outside of basic professional responsibilities
- b. Point of contact for programs or committees outside of basic responsibilities
- c. Coordination of materials, student services, and staff

### B. Assignment of Stipended Positions

In the assignment of stipended positions to employees, principals will limit the number of stipended positions, academic, activity sponsor, or coach, that any one employee can hold in order to encourage employee leadership and decrease the demands on individuals that may interfere with classroom responsibilities.

### C. Accountability and Evaluation

Supervisors of each stipended position will develop detailed position descriptions and will require appropriate documentation of completion or progress toward completion of the tasks by the employee to be submitted to the supervisor prior to the end of each semester. Employees who are not able to provide appropriate documentation will not receive the full stipend amount for that semester. Supervisors will work with the appropriate administrator to determine a fair and reasonable allotment based on actual work completed.

### D. Academic Stipend Setting Process

The Stipend Committee uses the Academic Stipend Structure worksheet (at the end of these procedures) to determine stipends based upon job descriptions.

The Academic Stipend Structure worksheet establishes stipends based on the BA, Step A of APS teacher Salary Schedule as follows:

<b>Stipend Allotment for Annual Academic Stipends</b>	
<b>Point Range</b>	<b>% of BA, Step A</b>
40 - 80	2.4%
81 - 120	4.4%
121 - 160	6.4%
161 - 190	8.4%

Positions that receive release time are not eligible to receive points related to time on the worksheet. Work associated with release time assignments will be assessed through activity descriptors, specialized knowledge or training.

E. Athletic Stipend Setting Process

The Athletic Stipend Committee uses the Athletic Stipend Structure worksheet (at the end of these procedures) to determine stipends based upon job descriptions.

The Athletic Stipend Structure worksheet establishes stipends based on the BA, Step A of APS teacher Salary Schedule as follows:

<b>Stipend Allotment for Annual Athletic Stipends</b>	
<b>Point Range</b>	<b>% of BA, Step A</b>
Less than 110	2.4%
111 –140	4.4%
141 – 170	6.4%
171 – 200	8.4%
201 - 230	10.4%
231 - 260	12.4%
261-290	14.4%
Above 291	16.4%

**Academic Stipend Structure Worksheet**

**School:**

**Activity:**

**1. Activity Descriptors**

Leadership activities that provide important support for students *and* have indirect impact on student academic success in one or more curricular areas (i.e. coordinator of teacher/mentor within buildings, International Night chairperson, participation in designated countywide Committees.) 10 points

Direct student services through structured programs that provide important support for students *and* have indirect impact on student academic success in one or more curricular areas (i.e. Project Y.E.S. mentors, sponsorship of community service clubs) 20 points

Leadership activities *or* direct student services through structured programs that have direct impact on student academic success in one or more Arlington Public Schools curricular areas (i.e. SOL remediation, Homework club, chairperson of student achievement committee) 30 points

**2. Estimated number of hours needed for planning task(s)**

Fewer than 10 hours 10 points  
 11 to 20 hours 20 points  
 21 to 30 hours 30 points  
 31 to 40 hours 40 points  
 Over 40 hours 50 points

**3. Time frame in which task most often occurs (excluding planning)**

Before and/or after school 10 points  
 Evenings 20 points  
 Weekends and/or vacation periods 30 points

**4. Estimated total number of hours performing task(s) (excluding planning)**

Fewer than 10 hours 10 points  
 11 to 20 hours 20 points  
 21 to 30 hours 30 points  
 31 to 40 hours 40 points  
 Over 40 hours 50 points

**5. Requires specialized knowledge or training**

No staff development required 0 points  
 Participation in 1 to 10 hours of directly related staff development 10 points  
 Participation in 11 to 20 hours of directly related staff development 20 points  
 Completion of directly related certification, licensure program or coursework 30 points

**Total** \_\_\_\_\_

**Work Sheet for Athletic Stipends  
 (All amounts are per season)**

<b>School:</b>	<b>Sport:</b>	
<b>1. Estimated number of hours performing task(s) (excluding planning)</b>		
Fewer than 75 hours		10 points
76 to 100 hours		20 points
101 to 125 hours		30 points
126 to 150 hours		40 points
Over 150 hours		50 points
<b>2. Estimated number of hours needed for preparation and administrative responsibilities          (includes meetings, paperwork, communication to stakeholders)</b>		
Fewer than 30 hours		10 points
31 to 50 hours		20 points
51 to 70 hours		30 points
Over 70 hours		40 points
<b>3. Time frame in which task most often occurs (excluding planning)</b>		
Afterschool and evenings		10 points
Afterschool, evenings, and some required weekends		20 points
Afterschool, evenings, and required summer preseason		30 points
Afterschool, evenings, some required weekends, and required summer preseason		40 points
<b>4. Number of student participants to be supervised (athletes, managers, scorers, etc.)</b>		
Fewer than 10		10 points
11 to 20		20 points
21 to 30		30 points
Over 30		40 points
<b>5. Number of programs supervised</b>		
0		0 points
1		20 points
2		40 points
3 or more		50 points
<b>6. Injury or safety risks as measured by level of contact of sport (see next page)</b>		
Low (non-contact sport, minimal or no required safety gear)		10 points
Medium (limited contact sport, minimal required safety gear)		20 points
High (contact/collision sport, required safety gear)		30 points
<b>7. Equipment preparation and management</b>		
Few equipment responsibilities (manipulatives i.e. balls, rackets, sticks, clubs)		10 points
Moderate equipment responsibilities (all of the above plus personal protective gear and some free standing equipment)		20 points
Many equipment responsibilities (all of the above plus free standing equipment)		30 points
<b>8. Requires specialized knowledge or training including media relations</b>		
No staff development required		0 points
Required participation school level coaches staff development		10 points
Required participation school level coaches and media relations staff development		30 points

**Total** \_\_\_\_\_

**Classification of Sports by Contact  
 (from The American Academy of Pediatrics, 1994)**

<b>Contact/Collision</b>	<b>Limited Contact</b>	<b>Non-Contact</b>
Basketball	Baseball	Crew
Diving	Cheerleading	Dancing
Field Hockey	Field events (high jump, pole vault)	Field events (discus, javelin, shot put)
Football	Gymnastics	Golf
Lacrosse	Softball	Riflery
Soccer	Volleyball	Swimming
Wrestling		Tennis
		Track

## Article 26: Overtime Compensation

### A. Covered Employees

All employees whose positions have been determined not to be exempt from the FLSA are covered by the FLSA. These employees are eligible to earn overtime pay.

### B. Authorizing Officials

The Superintendent or designee, Executive Leadership Team members and administrators may authorize subordinate employees to work overtime. Timesheets showing overtime worked shall be submitted on the timesheets for the pay period in which the overtime is worked.

### C. Overtime Provisions

1. Covered employees must be paid for all hours that they are “suffered or permitted” by their supervisors to work.
2. Overtime pay (one and one-half times the employee’s regular hourly rate of pay) shall be paid for all hours worked in excess of forty in a workweek.
3. The official workweek for all APS employees is Sunday to Saturday. To earn overtime pay, an employee must have worked more than forty hours during this period. Paid leave, unpaid leave and standby premium hours are not hours of work for determining whether an employee is entitled to overtime pay, except as provided in section C-4 below.
4. In emergency situations when an employee is required to work overtime, the appropriate department head may request that the Assistant Superintendent for Human Resources authorize overtime including paid leave in the definition of hours worked for a specified period of time. Such requests must be in writing and must specify the reasons for the request and the time period for which the waiver is requested.
5. Travel to and from work is not considered hours of work unless the employee is called back to work after the regular shift has ended. In these emergency situations, the employee shall be paid for travel time between their home and the work site(s), and back at the end of the job(s). The employee shall log actual time of departure. Over a twenty-four-hour period, the employee will be paid the greater of two hours, or the actual time of work and travel.
6. Employees may be required to work overtime during emergency situations; otherwise, employees shall not be forced to work overtime.
7. To the extent possible, overtime shall be offered to employees on an equitable basis, affording each employee qualified to do the overtime work an opportunity to work.

### D. Standby Pay

1. Employees may be required to standby to return to work as necessary. Standby status occurs when the employee is:
  - a. Required to be on standby by the department head or supervisor; and
  - b. Required to be available for and able to work; and
  - c. In a position that is covered by the FLSA.
2. Employees who are on standby status shall be paid a premium of one hour of pay at their regular hourly rate for each full workday evening/night of at least 12 hours and two hours of pay at their regular hourly rate for each 24-hour day off on standby (including holidays). Standby premium hours are not hours of work for computation of overtime (see section C-3 above).

3. When employees on standby are called in and work, they will be granted the standby premium hours as though they remained on standby for the full period. Additionally, when employees are scheduled to be on standby but are held over to work, they will be granted standby premium hours as though they were on standby for the full period.
4. No employee shall be assigned to standby status during regular business hours when an employee on regular duty is available.

E. Holiday Pay

A twelve-month M-scale employee who is required to work on a holiday when schools are not in session and administrative offices are closed shall be paid their regular rate of pay for the holiday, plus overtime pay for the hours worked on the holiday.

F. Recording Overtime

In locations that have time clocks, the time clock shall be used for recording hours worked. In other locations, employees shall record the time that they start work each day and the time that they finish work each day. Employees may not complete the time record (time clock or sign-in/out sheet) for any other employee unless the duties and responsibilities of the employee include timekeeping. Time shall be calculated to the nearest quarter hour.

G. Dual Employment

1. The employment of a FLSA covered employee in two or more jobs in the school system that would require the employee to work more than forty hours in a workweek is prohibited. If, in the opinion of the administrator, no other arrangement can be made, a request for approval of an exception may be made to the Assistant Superintendent for Human Resources.
2. If approval is granted, the rate of pay for all overtime (i.e., hours worked in excess of forty in a workweek) must be at the overtime pay rate.

H. Emergency Closings

By virtue of their responsibilities and the nature of the emergency, some employees may be deemed essential during an emergency situation by their principals or department heads. Such employees shall be on duty as notified regardless of the liberal leave or emergency administrative leave announcement.

1. FLSA covered employees who are designated as essential during an emergency that causes the closing of schools and administrative offices and who report for work on such day shall be paid their regular rate for the day, plus one and one-half times the employee's regular hourly rate of pay for all hours worked on that day. Designated employees who fail to report shall be charged leave for the day.
2. FLSA covered employees who work on a day that schools are closed, but administrative offices are open shall be paid for all hours worked as provided in section C above.
3. The Superintendent shall have the authority to waive this provision during appropriate circumstances such as long-term closings.

## Article 27: Professional Standards for Support Service Employees

### A. Definitions

1. “Accredited School” (beyond high school) – a college or university, community college, adult education program, in-service training program or other school that offers courses beyond the high school level.
2. “Course” – consists of thirty (30) classroom clock hours and must award a grade (at a minimum a “Pass” or “Fail”). For eligibility, a grade of “C” or greater or a “Pass” must be obtained. Courses must be taken in accredited schools.
3. “In-service Training Program” – includes conferences, seminars, institutes, workshops and non-credit courses, whether offered by A or an approved alternative provider.
4. “Credit” – a semester credit awarded by a community college, college or university.

### B. Eligibility Requirements

All APS support employees are eligible for Professional Standards certificates if they meet the following requirements:

1. Applicants for Professional Standards certificates must have:
  - a. Graduated from high school or the equivalent (e.g., GED);
  - b. Completed successfully the probationary period for their jobs;
  - c. Completed three continuous years of service with APS; and
  - d. Earned a satisfactory rating or better in their most recent performance evaluations.
2. Applicants for Professional Standards certificate renewal must have:
  - a. Completed sixty (60) hours of continuing education during the period since the certificate was awarded or renewed; and
  - b. Earned a satisfactory rating or better in their most recent performance evaluations.

### C. Professional Standards Requirements

1. Basic – Applicants must have completed successfully fifteen (15) credits or five (5) courses beyond high school.
2. Intermediate – Applicants must have completed successfully thirty (30) credits or ten (10) courses beyond high school.
3. Associate – Applicants must have completed successfully sixty (60) credits or twenty (20) courses beyond high school (which may or may not include an Associate’s degree).
4. Advanced – Applicants must have completed successfully ninety (90) credits or thirty (30) courses beyond high school.
5. Professional – Applicants must have completed successfully one hundred twenty (120) credits or forty (40) courses beyond high school (which may or may not include a Bachelor’s degree).

### D. Alternative Requirements

Job-related workshops, seminars, in-service training, courses approved for teacher recertification equivalency credits, conferences, institutes, workshops and noncredit courses may be substituted for college courses as follows:

1. Equivalency points may substitute for college credits on a 30 to 1 basis.
2. Continuing Education Units may substitute for college credits on a 10 to 1 basis.



3. Successful completion of a Child Development Accreditation Certificate may substitute for 15 credits of coursework for A-scale and X-scale employees.
4. G-scale employees who participate in the professional standards program of the National Association for Educational Office Personnel (NAEOP) may use certificates awarded by the NAEOP as proof of eligibility for special salary increments for professional standards.
5. Award of a certificate on successful completion of Technology Standards for Instructional Personnel (TSIPs) may substitute for three credits of coursework. Award of the TSIPs+ certificate may substitute for one additional credit of course work.
6. Successful completion of the International EHA program may substitute for 33 credits of course work for custodial employees.
7. Other programs shall be credited based on the length of the program. Each five points accumulated by an employee shall be credited as three (3) credits or one course.
  - a. Daily programs of at least six hours per day
    - i. Five-day program 5 points
    - ii. Four-day program 4 points
    - iii. Three-day program 3 points
    - iv. Two-day program 2 points
    - v. One-day program 1 point
  - b. Programs conducted on an hourly basis
    - i. Six hours 1 point
    - ii. Five hours 5/6 point
    - iii. Four hours 4/6 point
    - iv. Three hours 3/6 point
    - v. Two hours 2/6 point
    - vi. One hour 1/6 point
8. Employees also may receive credit through participation in APS committees and participation in local, county, state and national professional associations. Civic and volunteer organizations (e.g., sororities, Scouts, little league, Jaycees, etc.) do not qualify. Ten (10) points may be substituted for three (3) credits or one course. Points are awarded as follows for each year of service:
  - a. Elected officer 3 points
  - b. Committee Chair 2 points
  - c. Committee member 1 point
  - d. Workshop/Seminar Leader 1 point

E. Recertification

For Professional Standards to be considered as current, the employee must recertify their highest-level certificate or upgrade to a higher certificate level every five years. Employees may recertify by completing at least 60 hours of continuing education (any combination of continuing education courses, workshops or in-service activities) and submitting a recertification application to Human Resources. Employees who fail to upgrade or recertify their Professional Standards within the five-year timeframe will not be eligible to receive Professional Standards stipends.

F. Application Procedures

Applications for Professional Standards and for recertifying or upgrading Professional

Standards are available on the APS website or on request from Human Resources. It is the applicant's responsibility to submit materials (transcripts, certificates of completion, diplomas, etc.) to document eligibility for the level requested.

G. Professional Standards Stipends

1. The amounts of Professional Standards stipends shall be published by Human Resources in the annual APS Pay Plan.
2. Professional Standards stipends shall be effective on payday following receipt in Human Resources of the completed application, including all substantiating documentation.

H. Transition

The following provisions apply to employees who have attained Professional Standards prior to the adoption date of this policy implementation procedure:

1. The employee shall remain at the attained Professional Standards level even if the requirements for that level in this Article are more stringent.
2. Employees who apply to upgrade their Professional Standards level must meet the requirements outlined in this Article for the higher level.
3. As provided in section D above, employees shall be required to recertify their highest-level certificate or upgrade to a higher-level certificate.

## Article 28: Employee Health and Dental Insurance

### A. New Employees

1. 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.
2. 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. Health Insurance Premium Rates

Who is Covered	Weekly Scheduled Hours	Carefirst High PPO	Carefirst Low PPO	Carefirst HMO	Delta Dental	Carefirst 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 the 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

1. 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.

2. 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

1. 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 premiums 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.
3. 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 A-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 A scale-employees hired after January 15, coverage will terminate on the last day of August.

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

1. 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 support personnel representative on the Selection Advisory Committee (SAC).
  - a. The AEA support 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 29: 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. 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.

F. Bonding

If an employee must be bonded, the premium on the bond shall be paid by the school system.

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 30: Annual Leave

### A. Policy

All permanent and probationary twelve-month employees earn annual leave as follows:

For purposes of this article, 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. E, G, & N-Scale Full-time, twelve-month Employees

- a. Full-time, twelve-month E, G, & N-scale 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- and 11-month-employees newly appointed to twelve-month positions are credited with one bonus day (or 8 hours) for each 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. D and M-Scale Employees

Full-time, twelve-month D- and M-scale employees earn annual leave each full pay period worked as follows:

No leave is earned for partial pay periods worked on appointment or separation.

- a. Less than three years of service: 4.33 hours
- b. Three years to less than six years of service: 5.42 hours
- c. Six years to less than nine years of service: 6.50 hours
- d. Nine years to less than twelve years of service: 7.58 hours
- e. Twelve or more years of service: 8.67 hours

#### 3. 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.

4. Non-Twelve-Month Employees

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

B. Procedures

1. 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 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 will be 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 31: Personal Leave

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

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 will 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.

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 (e.g., if an employee works half time, they shall be credited with three half-days in hourly equivalent).

- **A-Scale Employees** – Full-time permanent 7-hour-per-day A-scale employees shall be advanced 21 hours of personal leave. Full-time 8-hour-per-day A-scale employees shall be advanced 24 hours of personal leave.
  - **C-Scale Employees** – C-scale employees shall be advanced the equivalent of three days of their regular daily hours of personal leave.
  - **D-Scale Employees** – D-scale employees who work six hours per day shall be advanced 18 hours of personal leave. Eight-hour-per-day drivers shall be advanced 24 hours of personal leave.
  - **G-Scale Employees** – Full-time G-scale employees shall be advanced 24 hours of personal leave.
  - **N-Scale Employees** – Full-time N-scale employees shall be advanced 24 hours of personal leave.
  - **X-Scale Employees** – X-scale supervisory employees shall be advanced the equivalent hours of 3 days of personal leave.
1. 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 supervisor.
  2. 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.
  3. 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, personal 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 will be charged in one-hour increments.

4. Upon retirement 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 as sick leave in accordance with the procedures set forth in Annual Leave (Article 30) 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 32: Sick Leave

Sick leave is provided to all permanent and probationary employees.

### A. Accumulation of Leave

Sick leave may be accumulated without limit.

- **A-Scale Employees** – Full-time permanent 7-hour-per-day A-scale employees accumulate 3.5 hours of sick leave for each pay period worked. Full-time 8-hour-per-day A-scale employees accumulate 4 hours of sick leave for each pay period worked.
  - **C-Scale Employees** – C-scale employees accumulate the equivalent of half of their regular daily hours of sick leave for each full pay period worked.
  - **D-Scale Employees** – D-scale employees who work six hours per day accumulate 3 hours of sick leave per semi-monthly pay period worked. D-scale employees who work 8 hours per day accumulate 4 hours of sick leave per full pay period worked.
  - **E Scale Employees** – Full-time permanent E-Scale employees accumulate 4 hours of sick leave for each semi-monthly pay period worked.
  - **G-Scale Employees** – Full-time permanent G-scale employees accumulate 4 hours of sick leave per full pay period worked.
  - **M-Scale Employees** - Full-time permanent twelve-month M-scale employees accumulate 104 hours of sick leave in equal distribution (approximately 4 hours of sick leave for each full pay period worked).
  - **N-Scale Employees** – Full-time permanent N-Scale employees accumulate 4 hours of sick leave for each semi-monthly pay period worked.
  - **X-Scale Employees** – X-scale employees who work more than 20 hours per week accumulate the equivalent of half of their regular daily hours of sick leave for each full pay period worked.
1. 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).
  2. Excess annual leave and unused personal leave may be converted to sick leave in accordance with the procedures set forth in Annual Leave (Article 30) Section B.2. and Personal Leave (Article 31) Section A.8.
  3. Sick leave is accumulated on the basis of paid regularly scheduled work and leave hours in a pay period. Sick leave is not accrued on overtime hours, when an employee is on unpaid or inactive status or during non-contract time.
  4. Sick leave is not accumulated during any pay period which reflects the payment of escrowed monies when a 10-month employee has elected to receive pay over a twelve-month period.

### B. Purposes of Sick Leave

Sick leave shall be used for:

1. Personal illnesses, including quarantine, disability, pregnancy and necessary appointments with physicians or dentists; and

2. 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.
3. The use of sick leave for the death in the immediate family is normally limited to five days in each instance.

C. Requesting Sick Leave

1. A, G, M, and N-scale Employees must notify their supervisors within one hour prior to the beginning of their shift that they are utilizing sick leave.
2. All C, D, and X-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.
3. The employee must submit a completed Leave Slip after returning from sick leave.
4. Employees must take leave in one-hour increments.

D. Conversion of Accumulated Sick Leave to Pay in Certain Circumstances

1. Upon Retirement of an Eligible Employee
  - a. 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.
  - b. 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.
2. Upon Death of an Employee
  - a. 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.
  - b. When an employee hired after July 1, 2011, dies, 25% of the accumulated sick leave based on their hourly rate at the time of death will be paid to the direct deposit account on file for the decedent.
3. Conversion of accumulated sick leave to pay is not otherwise permitted.

E. 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.

F. 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.

G. 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 33: 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 34: 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.

1. 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 work weeks or until the end of the school year, whichever comes first. Medical documentation is required.
  - c. To the extent permissible, probationary employees who take 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.
2. Educational Leave of Absence (ELOA) - Unpaid Leave for full-time employees who have completed the probationary period
  - a. A-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. ELOA  
Please see section 2.c above.

### C. Intent to Return to Work – Notification

- 1. 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 must entail substantially equivalent skill, effort, responsibility and authority.
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.
5. 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. A-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 35: 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 36: 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. The parties will reopen negotiations over paid parental leave in 2025-2026 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) is required.
2. For an *Adoption*, documentation from a Court Agency and/or Attorney (Custody/Adoption Order) is 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 is required.

## Article 37: 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.

1. 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.
2. If incapacitated for their 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.
5. 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 Workers' 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.
7. 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.
9. 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 38: 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:
  - a. Within ninety days of separation under honorable conditions, if the military service was greater than 180 days,
  - b. 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.
2. 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 39: Professional Leave

- A. All full-time employees are eligible for professional leave.
- B. At the direction or with the approval of the appropriate Administrator, 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 40: 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.
2. 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 41: 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 County 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.
  - c. The duration of such leave shall be sufficient to permit the performance of all required duties of the office.

### C. Substitutes

When an employee has made a request for a substitute in advance, and the reason for the civil leave or the public service leave has been eliminated, the employee 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 Blood Donation

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

E. 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 42: Sick Leave Donations

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

1. 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.
9. 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 43: Organizational Leave

- A. The duly elected President of AEA shall be granted an unpaid leave of absence to serve as President.
  - 1. 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 Virginia Retirement System (VRS) reporting purposes.
  - 2. The procedures for returning from this leave of absence are detailed in Article 34— 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 44: Evaluations

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.

## Article 45: Support Service Employee Performance Improvement Process

If a supervisor moves to recommend disciplinary action at the end of the performance improvement process, the Department of Human Resources will review all documentation prior to any such decision.



## Article 46: Staff Reductions

### A. Seniority

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

### B. Lay-Off and Recall

If there are not a sufficient number of vacant positions and the workforce must be reduced, a variety of factors will be considered to select them including, but not limited to, seniority and performance evaluations.

### C. Surplussing

1. Employees whose jobs have been eliminated, whose jobs have been changed from full-time to part-time, or whose jobs have been preempted by employees returning from leaves of absence, but who have not been laid off, are to be considered surplussed employees. Surplussed employees are eligible to fill vacant positions for which they are qualified.
2. When it becomes necessary to identify surplus staff within a school or department, the person with the least systemwide seniority within the affected school or department will be surplussed.
3. Employees transferred under these conditions shall have the right to seek a voluntary transfer to an announced vacant position for which they qualify. If a voluntary transfer is not possible, the surplus employee, if not laid off on the basis of seniority, will be assured an administrative transfer based on their qualifications.
4. Affected employees shall be given written notice of action under this section. To the extent possible, the notice shall be provided to affected employees 60 days before the effective date.
5. If a position from which an employee has been transferred under this section is restored within twelve months following the transfer, the employee shall be notified and shall have the right to be transferred back to that position at the beginning of the next school year.

## Article 47: 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 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 (i.e., one whose maximum rate of pay is lower than the maximum rate of the current position).
2. "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 the Code of Virginia § 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

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

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 is 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 member's reply must be made.

If a proposal for disciplinary action is initiated by the Assistant Superintendent for 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 (D.1. above) may not be grieved.

C. Employees Who Drive APS-Owned Vehicles

1. For violation of traffic regulations or safe driving rules and regulations in any twelve-month period, the following minimum actions may be taken:
  - a. First offense – Oral warning;
  - b. Second offense – Written reprimand in personnel file;
  - c. Third offense – Suspension without pay for five days;
  - d. Fourth offense – Termination.
2. For preventable accidents in any twelve-month period, the following minimum actions may be taken:
  - a. One accident – Written reprimand in personnel file;
  - b. Second accident – Suspension without pay for up to five days; and
  - c. Third accident – Termination.

3. The above listed penalties do not limit Transportation supervisors from recommending, or the School Board from approving, a more severe action when the facts warrant.
4. For purposes of disciplinary action recommendations for preventable accidents, Transportation will rely upon the determination of preventability made by the Vehicle Accident Review Committee. The procedures in section C above apply to recommendations for suspension and termination.

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.

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.

Corrective actions are not grievable.

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

An 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 48: Grievance Procedures

Employees 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 APS' school board office is open.
2. "Days" means calendar days unless a different meaning is clearly expressed in this procedure. 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.

### B. Procedure for Non-Disciplinary Grievances

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

#### 1. Step 1 – Immediate Supervisor

The first Step shall be an informal conference between the eligible employee and their immediate supervisor. The employee shall state the nature of the grievance and the immediate supervisor shall attempt to adjust the grievance. This Step may not be waived.

#### 2. Step 2 – Principal

If the grievance is not resolved in Step 1, the grievant may proceed to Step 2. At this Step, the grievant must file the "Statement of Grievance" (page 1 [here](#)<sup>1</sup>) with the principal within fifteen (15) business days of the event giving rise to the grievance or within fifteen (15) business days of when the employee knew or reasonably should have known of its occurrence. 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 15<sup>th</sup> business day.

Regardless of the outcome of Step 1, if the Statement of Grievance is not filed within the specified time, without just cause, the grievance shall be concluded. The grievant must indicate the specific relief requested on the Statement of Grievance.

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<sup>1</sup> [Operations - Grievance Form, All Staff, Non Disciplinary.pdf - All Documents \(sharepoint.com\)](#)

A meeting shall be held between the principal and the grievant within five (5) business days of the receipt of the Statement of Grievance by the principal. The principal shall set the time and place of the meeting. Both the grievant and the principal have the right to present appropriate witnesses and to be represented by a representative other than an attorney. The principal shall respond in writing by completing page 2 of the grievance [packet](#) within five business days following the meeting.

The principal may forward to the grievant, within five days from the receipt of the written grievance, a written request for more specific information regarding the grievance. The grievant shall file an answer within ten days of receipt of the request, and the meeting must be held within five days after the answer is filed or due to be filed, whichever is earlier.

### 3. Step 3 – Hearing before Superintendent

If the grievance is not resolved to the grievant's satisfaction in Step 2, the grievant may 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 response (or the due date of such response). A hearing shall be held between the Superintendent and the grievant at a mutually agreeable time within five business days of the Superintendent's receipt of the grievance. Failure of the grievant to agree upon a hearing time shall result in the conclusion of the grievance. At such hearing, both the Superintendent and the grievant are entitled to present witnesses and to be represented by legal counsel and/or another representative. 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 the hearing.

The Superintendent may request more information from the grievant if such was not requested in Step 2. The grievant shall respond to such request within ten days of receipt, and the hearing shall be held within five days of the date on which the answer was received by the Superintendent or due to the Superintendent.

The grievant shall bear their own expenses. Witnesses who are employees of the School Board shall be granted release time to appear during working hours.

### 4. Step 4 – School Board

If the grievance is not resolved to the satisfaction of the grievant, they may advance the grievance to the School Board by checking the corresponding space on page 3 of the grievance [packet](#) and resubmitting all materials to the Superintendent within five business days after the decision of the Superintendent. The Superintendent shall forward the grievance record, along with any additional response, to the School Board within five business days of receipt of the grievance packet. The School Board will make a decision based on the grievance record and written evidence presented by the grievant and the Superintendent. At the School Board's option, it may conduct a further hearing to review the case, or appoint a hearing officer to

conduct the hearing. If the School Board elects a further hearing, the grievant shall be given at least fifteen days' written notice of the date, place, and time of the hearing and such notice shall also be provided to the Superintendent. The School Board shall provide its decision to the grievant within 30 days of receipt of the grievance record or hearing.

The School Board may affirm, modify, or reverse the decision of the Superintendent, and the decision of the School Board is final.

- **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 the 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.

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 Reprimands;
- 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: a period of involuntary leave with or without pay in accordance with the Code of Virginia § 22.1-315;

Upon receiving a written reprimand or disciplinary recommendation notice from the Assistant Superintendent of Human Resources, an employee may grieve the action using the 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 Dismissal of a Non-Probationary Employees

1. Notice of Dismissal

In the event of a dismissal recommendation, the Superintendent shall provide written notice to the employee and inform the employee that they have ten (10) business days to request a hearing with the Superintendent, should they choose.

2. Procedure

Step 1 – Superintendent

Within ten business days of receiving notice of the recommendation of dismissal, the employee may initiate a grievance by submitting page 1 of the [Grievance packet](#) to the Superintendent. A hearing shall be held within fifteen business days of the Superintendent's receipt of the packet at a time and place designated by the Superintendent. The Superintendent may appoint a designee to act as a hearing officer to hear the grievance. The hearing officer shall not have been involved in the recommendation for dismissal as a witness, representative, supervisor, or other decision maker. Each party may be represented by an attorney or other representative and will have the opportunity to present witnesses and documents. The hearing shall be closed to all other persons. The Superintendent shall provide a written response via page 2 of the [Grievance packet](#) within ten business days of the conclusion of the hearing.

Step 2 – School Board

An eligible employee may appeal to the School Board the Step 1 decision by filing page 3 of the [Grievance packet](#) with the Superintendent within five days after receipt of the Step 1 decision. The employee shall specify each matter to be addressed by the School Board on page 3.

The School Board review shall be scheduled and conducted within thirty days of the receipt of the grievant's grievance forms. The School Board may make a decision based solely on the grievance record and written evidence presented by the grievant and the Superintendent. At the School Board's option, it may conduct a further hearing to review the case, or may elect to have the hearing conducted by a hearing officer appointed by the School Board. In the event of a hearing, the grievant shall be given at least fifteen days' written notice of the day, place, and time of the hearing and such notice shall also be provided to the Superintendent.

At any such further hearing, the grievant and the Superintendent may be represented by legal counsel and/or another representative. The hearing before the School Board shall be private, unless the grievant requests a public hearing. The School Board shall establish the rules for the conduct of the hearing. Such rules may include the opportunity for the grievant/representative and the Superintendent/representative to make opening and closing statements, to present evidence deemed material or relevant by the School Board, including the testimony of



witnesses, and the right of all parties to cross-examine the witnesses. Witnesses may also be questioned by the School Board.

A record or recording of the hearing shall be made and preserved for six months. The School Board shall bear the expense of the recording and transcription.

The School Board shall provide the grievant a written decision within thirty days after the completion of the hearing. The decision shall be based on the grievance record and the information presented at the further hearing, if any. 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 which 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 closed session to assist in the writing of the decision.

The School Board may accept, reject or modify the recommendation of the Superintendent, and the decision of the School Board is final.

E. Records

All documents, communications and records pertaining to a grievance shall be maintained in a confidential grievance file in Labor Relations. Grievance files shall be separate from the employees' personnel files.

F. 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 49: 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 50: 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 30<sup>th</sup> day of June 2026. It shall be automatically renewed from year to year thereafter unless either party notifies the other in writing, no later than July 1, 2025, 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):

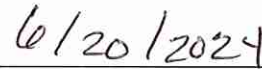


June Prakash  
President, AEA



Date

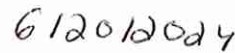
  
\_\_\_\_\_  
Danielle Jones  
Chief Negotiator, AEA



Date

On Behalf of Arlington Public Schools (APS):

  
\_\_\_\_\_  
Stephanie Maltz  
Director, Labor Relations, APS



Date