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Recognition

Pursuant to the Final Certification of Election Results and of Exclusive Representative issued by the Labor Relations Neutral (LRN) in accordance with the Albemarle County School Board Resolution Providing for Collective Bargaining (CBR), the Albemarle County School Board (the School Board or Board) recognizes the Albemarle Education Association (AEA or Union) as the Exclusive Bargaining Representative of the Licensed Employees Bargaining Unit for the purpose of Collective Bargaining, as defined in the CBR.

Duration

This Agreement shall be effective beginning July 1, 2026, and shall remain effective through June 30, 2029. The terms of this Agreement shall remain in effect until superseded by a new agreement or unless and until the terms of Section 9.H of the CBR apply.

The Parties acknowledge that this Agreement represents the result of negotiations during which both Parties, subject to agreed ground rules, had the right and opportunity to make proposals with respect to wages, Benefits, and Working Conditions, as defined in the CBR. This Agreement may not be modified, in whole or in part, except by an instrument in writing duly executed by the Parties.

Savings Clause

If any portion of this Agreement is rendered or declared invalid by any existing or subsequently enacted legislation or ordinance or by decree of a court or administrative agency of competent jurisdiction, such invalidation shall apply only to the specific portion specified in the legislation or decision, and shall not invalidate the remaining portions, which shall remain in full force and effect. The Parties agree, to the extent consistent with applicable law, including the CBR, to negotiate a successor provision to the invalid provision. If the Parties are unable to come to agreement on the matter, the applicable provisions of existing School Board policy shall apply.

Definitions

The following definitions apply to all sections moving forward in this document.

- A. “Emergency” is defined as an unanticipated, unavoidable operational necessity of an urgent nature or legally declared emergency requiring immediate action.
- B. “Employee” means a full-time or part-time benefitted employee of the Albemarle County School Board in an active paid status who is not an Administrative Employee, Confidential Employee, Temporary Employee (including short-term and long-term substitutes), Supervisory Employee, Athletic Coach, Intern, or Volunteer; or a member of the School Board; unless such member is an employee who would otherwise be entitled to engage in Collective Bargaining under the terms of the CBR.

Union Rights

The Albemarle Education Association, recognized as the Exclusive Bargaining Representative for Licensed Employees, shall have the following rights:

- A. To speak on behalf of, and represent the interests of, all members of the Licensed Employees Bargaining Unit without discrimination and without regard to AEA membership, including through participation on Division committees.
- B. To hold individual or group meetings with members of the Bargaining Unit, provided that:
 - a. The meeting is not held during an Employee's working time;
 - b. AEA representatives enter ACPS facilities through designated entrances and follow all applicable protocols for registering, showing identification, etc. that apply to visitors, if they are not an employee of the facility; and
 - c. If AEA wishes to use a common area of an ACPS facility (e.g., library, gymnasium, theater), it follows Board policy KG-AP, Community Use of School Facilities or any future such policy.
- C. To meet with newly hired Licensed Employees at any ACPS-arranged new employee meeting.
- D. To receive quarterly (by Aug. 1, Nov. 1, Feb. 1, and May 1) from ACPS Human Resources an editable spreadsheet of Bargaining Unit Employees' names, hire dates, job titles, worksite locations, work email addresses, pay grades, and hourly rates.

- E. To be the only Employee Organization eligible to receive from ACPS amounts deducted from the pay of Employees as authorized by written assignment of the Employees, for the payment of regular and periodic dues to AEA. Any such authorization may be revoked in accordance with the terms of the authorization at the election of the Employee. An authorization that satisfies the Uniform Electronic Transactions Act (Virginia Code § 59.1-479 et seq.) shall be valid for Employees' authorizations for payroll deductions, including without limitation, electronic authorizations and voice authorizations. Unless an Employee requests a cancellation or changes an authorization for payroll deductions, their questions regarding dues shall be directed to AEA and not to ACPS. Nothing shall prohibit AEA from collecting dues directly from Employees.
- F. To use the Board's electronic mail system to communicate with Licensed Employees, subject to the terms of Board policies or regulations pertaining to the use of computer or network systems and acceptable use. Records in the Board email system may be subject to the Virginia Freedom of Information Act and, as such, communications on such systems are not considered private.
- G. ACPS shall notify the Union in advance, to the extent possible, of changes to Employees' terms and conditions of employment, including, but not limited to, changes to the school calendar and rescheduling of workdays, and shall meet with the Union to discuss the changes. Nothing in this section prohibits the Division from enacting these changes when notice and/or meeting is not logistically possible prior to implementation.

Representation Rights

An Employee is entitled, upon request, to representation by the Union in any meeting or interview which the Employee reasonably believes may result in disciplinary action against them. An Employee's right to such representation is subject to the condition that a Union representative is available to attend the meeting within a reasonable period of time and that their presence does not unduly disrupt the meeting. Neither party shall be permitted to make an audio or video recording of any such meeting without notifying the other party. Notwithstanding the foregoing, before a meeting with a Union representative, ACPS retains the right to: 1. place an Employee on administrative leave with pay, pending an investigation into alleged misconduct by the Employee or 2. suspend an Employee pursuant to Virginia Code § 22.1-315.

Grievance Procedure

A. Application of Section

The process set forth in this Section shall apply to disputes alleging the misinterpretation, misapplication, or breach of this Agreement.

B. Process Election for Employees

This process shall be the exclusive method for the resolution of grievances arising out of an alleged violation or interpretation of a provision(s) of this Agreement, unless the matter is also grievable pursuant to the Code of Virginia or the Virginia Administrative Code. If the matter is grievable pursuant to the Virginia Code or Administrative Code, a Bargaining Unit Employee who elects to file a grievance under the statute or state regulations may not also pursue a grievance under this Agreement. Similarly, once a Bargaining Unit Employee has commenced a grievance under this Agreement, they may not later file a grievance under Virginia Code or Administrative Code. In other words, a Bargaining Unit Employee may elect only one process and remedy.

C. Procedure

Grievances as defined in this Section must be submitted in writing within fifteen (15) working days of the occurrence of the underlying actions to either the Chief Human Resources Officer, if filed by the Union or a Bargaining Unit Employee, or to the Union President if filed by ACPS, and must include: (1) a statement of the disputed matter; (2) a citation to the Agreement term(s) alleged to be misinterpreted or misapplied; and (3) the remedy sought.

D. Step 1 (Union/Employee-Initiated Grievances): Supervisor Review

The submitted written grievance will be provided to the appropriate school administrator or Supervisor. The Supervisor or administrator must respond within ten (10) working days to schedule a Step 1 meeting to discuss and attempt to resolve the grievance. The meeting must occur within 20 working days of receipt of the Step 1 filing.

Within ten (10) working days of the Step 1 meeting, the Supervisor or administrator shall provide the grievant and the Union a written response to the grievance.

E. Step 1 (ACPS-Initiated Grievances): Union President Review

A grievance initiated by ACPS shall be reviewed by the Union President/designee. Within 10 working days after submission the Union President/designee must either submit to the Superintendent/designee a written response to the grievance setting forth the Union's position or proposed resolution, or schedule a meeting with the Superintendent/designee to attempt to resolve the grievance. If the Union President/designee elects to schedule a review meeting, they must submit a response to the grievance within twenty (20) working days following the meeting. If dissatisfied with the Union's response at this step, the Superintendent/designee may invoke the procedures for resolution by arbitration set forth in this Section.

F. Step 2 (Union/Employee-Initiated Grievances): Chief Human Resources Officer Review

If the grievant is dissatisfied with the Step 1 response, they may appeal to the most senior Human Resources employee in the Division (currently known as the "Chief Human Resources Officer"). Any such appeal shall be in writing and must be filed within 10 working days of issuance of the Step 1 response. The Chief Human Resources Officer shall respond within 10 working days of receipt of the Step 2 appeal to schedule a review

meeting. The meeting must occur within 20 working days of receipt of the Step 2 appeal. Witness testimony may be taken at the review meeting as deemed necessary by the Chief Human Resources Officer. Any witnesses whose testimony is not deemed necessary at the review meeting may file their testimony as written statements no later than the date of the review meeting to the Chief Human Resources Officer for consideration.

The Chief Human Resources Officer shall respond in writing to the appeal within 20 working days of the Step 2 review meeting.

G. Mediation Option

By mutual agreement, the parties to a grievance may engage in mediation prior to the initiation of Step 3 proceedings (i.e., arbitration). Costs for mediation shall be shared equally between the parties.

H. Step 3: Arbitration

For grievances filed by the Union, the Executive Director of Human Resource's response may be appealed to Step 3, and for grievances filed by ACPS, the Union President's response may be appealed to Step 4. The Union or the Chief Human Resources Officer shall notify the other party of their intent to submit the grievance to arbitration and must do so within 30 working days of the date of issuance of the Chief Human Resources Officer's decision, or the Union President/designee's response/decision.

- a. Selection of Arbitrator. Selection of an arbitrator shall be in accordance with Section 6 of the CBR.
- b. Scope of Arbitrator Authority. Arbitrators shall have no authority to add to, detract from, or alter in any way the provisions of this Agreement or the CBR. The arbitrator shall only consider and render a decision on the specific issue(s)

submitted to arbitration and shall have no authority to decide any other issues not so submitted.

The arbitrator shall have no authority to issue subpoenas or order any discovery other than that allowed by this Section or the CBR.

- c. Scheduling of Hearings, Location. The parties to the grievance shall make every effort to schedule the arbitration hearing as expeditiously as possible. The parties may, by mutual agreement, request that the arbitrator decide the grievance on briefs and without a hearing. In all other cases, the hearing will be held at a mutually agreeable location within an ACPS facility during regular business hours, unless the parties mutually agree to other arrangements. The arbitrator and parties may, by mutual agreement, use electronic video-conferencing as an alternative to in-person hearings.
- d. Arbitration Decisions. All arbitrator decisions are to be provided in writing to both parties to the grievance and shall be binding, provided the decision does not violate the terms of the CBR or impair the exclusive, statutory right of the School Board to appropriate funds or determine the ACPS budget. In rendering a decision, the arbitrator will state which provisions, if any, of the Agreement and/or CBR formed the basis of the decision.

The arbitrator's decision shall be rendered within 30 working days following the close of the hearing. Where the arbitrator requires or allows post-hearing briefs, the due date for briefs shall be set by the arbitrator and the arbitration proceedings shall be considered closed on that date.

- e. Arbitration Expenses. Each party to the grievance shall bear the expense of preparing and presenting its own case. The parties will equally split the expense of the arbitrator and the cost to officially record the hearing. Each party will be responsible for its own hearing transcript fees should they desire copies of the transcript.
 - f. Exchange of Information. The parties to the grievance shall disclose to each other any exhibits they intend to introduce during the hearing at least 7 working days prior to the first hearing date or on a date determined by the arbitrator. The parties will also disclose to each other a list of any witnesses they intend to call during the hearing at least 7 working days prior to the first hearing date or at such other time as the arbitrator may determine.
 - g. Official Time. ACPS may adjust the regular work schedules of witnesses and Union representatives so that their regularly scheduled hours coincide with the arbitration hearing schedule. Employees shall be released from duty and allowed to use Union Leave to testify or participate in any arbitration hearing.
 - h. Witnesses. The parties to the grievance are responsible for ensuring the attendance of their witnesses. Witnesses will be sequestered during any hearings.
- I. Timelines
- After the initial filing of a grievance, failure of the grievant to comply with the procedural requirements of this procedure will result in dismissal of the grievance, provided the grievant fails to correct their noncompliance within ten (10) workdays of receipt of written notification of the procedural violation. Failure of the responding party to comply with the procedural requirements of this procedure will result in a decision in favor of the

grievant, provided the responding party fails to correct their noncompliance within ten (10) workdays of receipt of written notification of the procedural violation. Deadlines set forth in this Article may be extended by mutual agreement of the parties to the grievance.

J. Finality of Settlements

If at any time during the course of the grievance procedure the parties to the grievance agree upon a remedy, the grievance shall be considered resolved and further action on the matter is precluded once the remedy has been awarded.

K. Division-Level and Class-Based Grievances

If a grievance arises from the alleged action or inaction of ACPS at a level above the building principal or departmental director, the grievant shall submit the grievance in writing directly to the Chief Human Resources Officer with processing of the grievance to begin at Step 2.

L. Direct Arbitration

By mutual agreement of the Union and the Chief Human Resources Officer, a grievance may be submitted directly to arbitration by following the procedure set forth in Paragraph H of this Section and subject to the limitations set forth in that Paragraph.

Wages

Salary and Salary Scales

- A. All Bargaining Unit Employees shall receive the following minimum salary/wage adjustments:
 - a. Fiscal year 2027: 3.75% raise
 - b. Fiscal year 2028: 3.75% raise
 - c. Fiscal year 2029: 3.75% raise
- B. Licensed Employees on the top step of the scale may receive an increase less than the agreed to percentage, as they do not receive a step increase. Licensed Employees become eligible for the longevity bonuses shown in Appendix ABC the year after they reach the top step of the scale.
- C. All salary scales applicable to Licensed Employees will be modified to reflect a uniform across-the-pay-scale 1.35% increase between each step, beginning with the 2027-28 school year and to a 1.4% increase between each step, beginning with the 2028-2029 school year. Licensed Employees shall progress one step on the scale every year. Fiscal year raises in Paragraph A of this section are inclusive of these step increases.
- D. Reopen Procedures for Salary Increases
 - a. Authority and Applicability. This provision is adopted pursuant to Virginia Code §40.1-57.2, which permits collective bargaining only to the extent expressly authorized by the School Board. Consistent with the School Board's Resolution Authorizing Collective Bargaining (the "Resolution"). This reopener clause is the

exclusive mechanism for mid-term wage discussions and shall not be construed to expand the scope of bargaining beyond what the School Board has authorized.

- b. Triggering Condition. Reopened negotiations may occur in the second and third years of the Term of this Agreement and only if the School Division receives a combination of state and local revenue that exceeds historical year-over-year revenue growth by at least 15%. For the purpose of this provision, the parties will use the trailing five-year average revenue change.
- c. Definition of Revenues. “Operating revenues” means unrestricted state and local funds appropriated for K–12 instructional operations. The following shall not count toward the revenue threshold:
 - i. federal funds
 - ii. one-time, non-recurring, or categorical grants
 - iii. carryover funds
 - iv. encumbered balances
 - v. restricted project-specific or capital funds
- d. Notice to Reopen. If the revenue threshold is met, either party may deliver written notice of intent to reopen negotiations within 30 days of the Board of Supervisors’ approval of the School Board’s budget for the upcoming fiscal year. Failure to provide timely notice waives the right to reopen for that fiscal year.
- e. Scope of Reopened Negotiations. Reopened negotiations shall be strictly limited to the possibility of a cost-of-living adjustment (COLA) of no more than 1% to Licensed Employee salary schedules.

- i. No step/column/band structure changes,
 - ii. No stipends or supplements, and
 - iii. No other economic or non-economic items may be raised or negotiated under this provision.
- f. Fiscal Limitation and Appropriation Requirement. Any COLA agreed upon is expressly subject to available appropriations and may not take effect unless and until the School Board and relevant local funding authority appropriate sufficient funds. Nothing in this Agreement shall be construed to bind a future Board or require the appropriation of funds.
- g. No Obligation to Grant Increase. Meeting the revenue threshold allows the parties to discuss a possible additional COLA of up to 1%, but does not obligate the School Board to adopt or fund any increase. The Board retains sole discretion to determine affordability, sustainability, allocation of available revenue, and fiscal impact.
- h. Impasse Procedures. If reopened negotiations do not result in an agreement, the parties may use only the impasse procedures authorized by the CBR.

Recommendations produced through mediation or fact-finding shall be non-binding, and the existing salary schedule shall remain in effect unless modified by mutual agreement.

New Pay Plan: School Psychologists and Therapists

Human Resources has introduced a new step scale for School Psychologists, Speech-Language Pathologists, Occupational Therapists, and Physical Therapists. That step scale will receive identical increases to the Licensed Employee scale, and will see the differential between steps change as the step differential on the Licensed Employee scale changes. The draft scale is attached as Exhibit X and is subject to the increases approved in this Agreement.

Supplemental Pay Scale: Teacher Extra Hours

The teacher extra hours rate (mentioned in various places in this Agreement, set up in the Time and Attendance system, and listed on the Supplemental Pay Scale), shall be set at a Licensed Employee's hourly rate (individual annual salary divided by 1,450 hours).

Substitute Incentive Program

The Substitute Incentive Program (SIP) shall govern the assignment of eligible Licensed Employees to substitute teaching opportunities with the following amendments:

- A. Administrators shall notify all eligible Licensed Employees of the opportunity to participate in the program at the beginning of each school year or, for Licensed Employees hired mid-year, within the first week of employment.
- B. Except in occasional emergency circumstances, only Licensed Employees who willingly participate in the program shall be called upon to substitute.
- C. Licensed Employees shall be paid the daily substitute incentive rate in addition to their normal hourly wage for the time they spend substituting. Provided the employee and timekeeper follow time and attendance system procedures, the substitute pay shall appear on the Employee's next biweekly paycheck. The procedures outlined in the [Substitute Incentive Pay SOP](#) shall be followed.
- D. Administrators shall create and share with Licensed Employees a rotation schedule in order to ensure equitable distribution of substitute opportunities among them.
- E. A Licensed Employee may decline a substituting assignment and be skipped in the rotation, provided another participating Employee can be found to fulfill the assignment.
- F. Licensed Employees shall not be pulled from their regular duties for substitute teaching assignments more than 4 times in a semester, except in cases of an emergency.
- G. A Licensed Employee who drives a school bus for a field trip during the duty day (and has been approved by the Transportation Department as meeting all requirements) shall

be paid a one-time premium of \$50. Athletic trips and activity trips are covered by the driver substitute rate.

Compensation for Lesson Planning for Absent Colleagues

Licensed Employees who are instructed by their supervisors to write substitute plans or grade assignments for an absent coworker or long-term substitute shall be compensated at the Teacher Extra Hours rate on the Supplemental Pay Scale for up to four hours per week. In order to qualify, the following conditions must be met: The colleague is on an approved leave of one week or longer; the substitute teacher receives fully developed lesson plans (not PLC meeting notes) that can be carried out; the teacher is the only one providing plans and grading. If multiple teachers are providing the plans and grading, the extra pay is split equally. Licensed employees performing these duties shall not be required to submit progress reports or quarterly grades.

Compensation for Relocation Related Tasks

When required due to construction or renovation to relocate classrooms, Licensed Employees shall be either provided one day of substitute coverage or compensated with a \$100 packing and \$100 unpacking stipend, provided after the move occurs. These hours must be pre-approved by the building principal or other administrator and be required due to construction or maintenance work (e.g. plumbing, environmental remediation, etc.).

Stipends

- A. The Academic Leadership Compensation Program (ALCP) shall govern the determination and payment of stipends for leadership positions held by Licensed Employees, with the following amendments. In general, ALCP contracts will be presented to Employees by September 1 and will contain:
 - a. Title of the stipend
 - b. Compensation amount
 - c. Description of stipend duties
- B. A copy of the completed and signed ALCP contract will be provided to the Employee and kept on file. Stipend payments will be made on a midyear and end-of-year schedule that is announced on the ALCP web site.
- C. Whether a committee is paid or volunteer is announced when soliciting members. Committees on which Licensed Employees fill a slot allocated for parents are not eligible for compensation.

National Certifications

In order to promote high standards and continuing professional development, the Parties agree that any Bargaining Unit Employee who has achieved and maintains certification from the National Board of Professional Teaching Standards or achieved and maintains national certification or credentialing in their field, shall receive additional compensation in the amount of \$2,000 annually. This award is separate from any other funding awarded by the state. The national certifications recognized include the following: National Board of Professional Teaching Standards, including all certification areas; National Board for Certified Counselors, including National Certified School Counselors; Nationally Certified School Psychologists; certification from the American Speech-Language-Hearing Association; and the National Board for Certification in Occupational Therapy. Other certifications may be added to this list by mutual agreement of ACPS and AEA.

Benefits

Health Insurance

Healthcare Focus Group

There shall be a joint Healthcare Focus Group (HFG) to consider and discuss Employee health and benefits needs and evaluate health plan options. The HFG shall consist of an equal number of representatives from AEA and ACPS. AEA shall fill 6 seats on the Committee, striving for balanced representation between Licensed Employees and Education Support Professionals. AEA's committee representatives shall be determined according to the Union's bylaws. ACPS representatives on the HFG shall be knowledgeable of health plan options and/or responsible for administering Employee health benefits. Meetings shall be scheduled to provide the least disruption possible to division operations. Employees shall receive paid release time to participate in HFG meetings for the hours during which they are scheduled to work. If the committee member is not scheduled to work during the meeting, no additional pay is provided.

- A. Committee chairs and meetings. The HFG shall meet quarterly. At its first meeting of a new school year, the HFG shall select two co-chairs who will plan meeting agendas and facilitate the meeting operations. One co-chair shall be an AEA representative, and the other co-chair shall be an ACPS representative.
- B. Committee responsibilities. The HFG membership acknowledges that the school division does not possess sole control over the Health Plan and cannot modify plan design, rates, or other aspects of the Plan. The HFG shall review health and prescription drug data including claims costs, expenditures, plan revenue and trends and projections; survey Employees (which requires Office of Strategic Planning, Accountability & Research, and

Program Evaluation review and approval) regarding health needs and health plan satisfaction; and analyze health plan options. All data shall be anonymized to the extent possible, and no identifiable or HIPPA-Protected data will be shared with the HFG.

- C. Committee authority. The HFG is authorized to make recommendations to the AEA and ACPS Bargaining Teams on those issues that have been discussed, explored, and analyzed by the HFG. For Plan Years 2027 and 2028, such recommendations shall be made to the Union and to ACPS no later than June 30 of the preceding year. HFG meetings are not intended to be negotiation sessions to alter or amend this Agreement. The HFG shall have no authority to change, delete, or modify any of the terms of the existing Agreement between the Parties, or to settle grievances arising under the Agreement.

Extended Day Enrichment Program Employee Preference

In recognition of the challenge to find accessible and affordable childcare options for ACPS employees, 10% of the overall capacity of each EDEP program shall be reserved for dependents of Employees in the Licensed Employee and Education Support Professional bargaining units. The AEA and ACPS agree to the following:

- A. Placement within those reserved spaces shall be done through an annual application and lottery system occurring before the regular EDEP registration process, with all applicant dependents within a family being admitted when one is selected. Any reserved spaces not filled by Employee dependents as of the registration and payment deadline to confirm acceptance of the space(s) in the program are released to the standard lottery. Employees whose dependent(s) are not placed through the Employee preference process can then apply using the standard application process for ACPS families, with the stipulation that the total number of Employee dependents does not exceed 15% of the overall capacity of that EDEP site. Employees will pay the standard EDEP rates and are eligible to apply for and receive the EDEP Financial Assistance that is available to all families, should they meet the qualifications.
- B. At EDEP sites in which the number of total applicants — both Employee and non-Employee—does not exceed the capacity determined by EDEP, there would be no lottery and the percentage of spots held by dependents of Employees is immaterial.

Tuition Reimbursement

- A. When ACPS requests a Licensed Employee take a course(s) needed for additional endorsements or certificates, they shall reimburse the Employee per the terms of the PDRP (Professional Development Reimbursement Program). When ACPS has identified a need for a Licensed Employee with specific credentials or endorsements, Licensed Employees may initiate coursework and reimbursement requests that would give them the qualifications necessary to fill the need.
- B. The Professional Development Reimbursement Program shall increase its maximum reimbursement amount for one 3-credit college course to \$1,000 per semester. Part-time Employees are eligible for reimbursement for one 3-credit college course each school/fiscal year, up to a total of \$1,000. Requests must be made in accordance with PDRP procedures.

Leave

Sick Leave

- A. Sick leave is to be used in accordance with School Board Policy GCC for personal health matters or those involving Licensed Employees' immediate families. Employees are reminded and encouraged to stay home when ill/symptomatic and seek appropriate medical care when needed.
- B. Licensed Employees accrue one day of sick leave per month of work. Leave is not accrued during periods of extended leave, such as an LOA or other break in service, or during months when ten- and eleven-month employees are not scheduled to work. For Employees on VRS Plan 1 or Plan 2, sick leave may be accumulated without limit. Employees who are members of the VRS Hybrid Plan are subject to accrual limits under the terms of the Hybrid Short-Term Disability Plan. Employees grandfathered under discontinued leave plans shall remain in their current status.
- C. Licensed Employees who have completed at least ten (10) continuous years of ACPS service (measured by anniversaries) since their most recent hire date as a benefitted employee of the Albemarle County School Board are eligible to receive partial payout of the value of their accumulated sick leave upon employment termination, per the below table:

Years of Continuous ACPS Service	Formula for Sick Leave Payout	Maximum Payout
Less than 10 years of service	n/a	n/a
10-14 years of service	25% of sick leave value at hourly rate on the date of employment termination	\$2,500
15-19 years of service	25% of sick leave value at hourly rate on the date of employment termination	\$3,750
20-24 years of service	25% of sick leave value at hourly rate on the date of employment termination	\$5,000
25-29 years of service	25% of sick leave value at hourly rate on the date of employment termination	\$6,250
30+ years of service	25% of sick leave value at hourly rate on the date of employment termination	\$7,500

- a. Sick leave transferred to the Division from other Virginia public school divisions for Licensed Employees hired after July 1, 2026, will not be eligible for payout upon termination. Sick leave transferred from a Partner Agency that has been accrued during continuous service will be eligible for payout upon termination.
- b. Leave paid out under this program will be considered payment in full and will not be eligible for further leave transfer or reinstated upon future rehire with ACPS; leave accounts will be reset in the event of rehire. In the case of extraordinarily high leave balances at separation, Licensed Employees may have any leave in excess of the maximum payout calculation transferred to another employer; however, this leave is not eligible for reinstatement with the Division.

Personal Leave

- A. Up to three (3) days of personal leave, granted at the beginning of each school year, may be used each school year, and can roll over from year to year up to six (6) personal days. Any accumulation of personal leave above 6 days shall automatically be converted as follows: half converted to sick leave; half donated to sick leave bank. Personal leave may be taken in hourly increments with principal approval and discretion.
- B. Requests for personal leave must be submitted to an immediate Supervisor at least two (2) working days in advance except in cases of emergency. Licensed Employees shall make leave requests through the Division's electronic timekeeping and sub management systems (Kronos and Frontline or equivalents) and follow school or department guidelines for communication and approval with supervisors related to leave requests. In the event of an emergency, the request should be made by the Employee to their Supervisor as soon as possible. On the days preceding and following a holiday or school break, no more than five (5) percent of Licensed Employees per school will be granted personal leave for the same day. If 5 percent of Licensed Employees at a school does not equal a whole number, the number of Employees eligible for personal leave is rounded down (e.g., 5 percent of 24 Licensed Employees at a school = 1.2, which means a maximum of 1 Employee may be approved for personal leave). Requests will be approved in a manner determined by the Supervisor that is explained to staff, designed to ensure fairness.

Floating Leave Day

The School Division respects that employees may follow a variety of religious and cultural traditions or none at all, and as such provides one “Floating Leave Day” for Licensed Employees to use during the fiscal year. This Floating Leave Day may be used to observe a holiday of personal importance to the Employee, or for any other personally important purpose. No documentation is required from the Employee related to the use of this day. The Floating Leave Day does not carry over from year to year and must be used prior to the end of the fiscal year. The Floating Leave Day cannot be used on non-working days to generate pay, and an unused Floating Leave Day is not paid out on separation. Provisions and restrictions on personal leave use apply to this leave type. A Floating Leave Day used for religious observances will be reasonably accommodated.

Bereavement Leave

- A. In the event of the death, including loss of pregnancy, of a member of a Licensed Employee's immediate family (as defined in policy GCC) or a household member, up to five (5) days of paid bereavement leave may be used. Bereavement leave shall not be deducted from any other accrued leave. Employees are eligible for up to five days of this type of leave during each fiscal year.
- B. Licensed Employees may then use five (5) additional days of their accrued leave, for a total of ten consecutive days of paid leave.
- C. In the event of the death of a relative or friend not defined as immediate family, Licensed Employees may use up to two (2) days of their accrued sick or personal leave.
- D. Licensed Employees may, without deduction from pay or leave and at the discretion of a Supervisor, attend a local funeral when their absence will be for two hours or less and when work coverage can be secured within ACPS.

Parental Leave

Licensed Employees who meet the following eligibility requirements and complete the required application process shall be granted a block of six (6) weeks of continuous paid parental leave without deduction from other accrued leave within twenty (20) weeks of birth, adoption or placement of a child. Parental Leave shall run concurrently with Family Medical Leave, but may be used when Family Medical Leave has already been exhausted. Any VRS hybrid plan short-term disability income replacement program benefit must be exhausted prior to using Parental Leave.

A. Eligibility Requirements:

- a. Actively employed with ACPS for at least six months immediately preceding the leave request;
- b. Hold an active status, benefits-eligible position upon the birth, adoption, or court-ordered placement in foster care of a child under the age of eighteen (18); and
- c. Are the biological parent, adoptive parent, foster/custodial parent, gestational or traditional surrogate.

B. Application process. Licensed Employees shall apply for paid parental leave concurrently and in accordance with FMLA procedures. Documentation must be submitted as soon as practicable, but within thirty (30) calendar days of birth, adoption, or placement date.

- a. For a *Birth*, Birth Certificate or legal proof of birth required.
- b. For an *Adoption*, documentation from a Court Agency and/or Attorney (Custody/Adoption Order) required.

- c. For *Foster Care/Custodial Placement*, a government-issued or legal document dated and signed by a court official indicating the date that the child was placed in the home required.

Union Leave

- A. The Albemarle Education Association shall be able to use up to 150 total hours of paid leave annually, designated as a separate Union Leave category. This leave shall only be used by a) worksite Union representatives or Union Executive Council members in order to represent Employees in worksite meetings with Supervisory Employees; and b) by Employees involved in grievance procedures who testify or participate in arbitration hearings during their regularly scheduled work hours. Additional hours may be granted on a case-by-case basis if there is a mutual benefit to ACPS, subject to the approval of the Superintendent. An Employee may use Union Leave Hours only when authorized by the Union and communicated to the Superintendent, as follows:
- The Union President shall send written notice to the Superintendent or designee of an Employee's absence for Union business. Said notice shall contain the name of the Employee, the reason for the Union Leave, the date of absence, and how the Employee may be contacted in case of an emergency.
- B. Licensed Employees may also request and be granted Professional Development Leave for union-related professional opportunities such as conferences, workshops, trainings, and other programs. When following the evaluation guidelines for Professional Learning Leave requests in Policy GCLA, Supervisors shall not give less weight to the value of the activity because it was organized by AEA, Virginia Education Association, or National Education Association.
- C. The Union President shall be granted, on an annual basis, a leave of absence for up to

a 1.0 FTE position as described in this section. The Union shall notify ACPS in writing before May 1 of each year who will be utilizing this leave of absence and what portion of their FTE is requested as leave. The Union shall pay the total cost of this leave of absence and be fully responsible for paying the Union President through their own mechanisms.

While on leave, the President shall retain their ACPS email, ID badge, and other rights and privileges provided Bargaining Unit Employees in this Agreement. No step increase is granted while on leave of absence.

The President shall be eligible to purchase health and dental insurance through the procedures used for accessing COBRA coverage.

Upon returning from a leave of absence, they shall be placed in a position equivalent to the one held prior to the leave provided that:

- a. They complied with the terms of the leave;
- b. An equivalent position, including any assignment for which the Employee is endorsed, is available.

Working Conditions

Labor-Management Relations

Monthly Worksite Meetings

Designated Union representatives may meet monthly with their principal or worksite Supervisor(s) at a mutually agreed upon time. Such meetings may be initiated by the Union representative or the Supervisor and shall occur at a mutually agreeable time when Employee and Supervisor are relieved of student responsibilities (e.g. before or after school or shift or at another agreed-upon time, or when coverage by the School-Based Substitute is possible). The purpose of the meeting is to discuss and attempt to solve problems at the building level—the Union representative and Supervisor may discuss the administration of this Agreement as it relates to that particular worksite and other matters of concern to either party, including, but not limited to, health and safety concerns. The Union representative and Supervisor may forward matters to the Labor-Management Committee (LMC), which is described in this Section, for consideration. Neither Supervisors nor Union representatives have the authority to reach any decision in conflict with this Agreement.

Labor-Management Committee

The AEA and ACPS agree to support a collaborative Labor-Management Committee (LMC) that will provide a consistent forum for communication and problem-solving between the Parties.

A. LMC Purview. The LMC may address and make recommendations on any issue of mutual interest regarding labor-management relations, including, but not limited to:

- a. Health and safety concerns that have been raised throughout the Division;
- b. Issues that have been forwarded to it for consideration from the worksite level by Union representatives and/or principals or Supervisors, as outlined in Monthly Worksite Meetings in this Section;
- c. Differences of interpretation of this Agreement, though such discussions shall not be a substitute for the grievance procedure and no party shall attempt to seek modification of this Agreement, and no collective bargaining may take place;
- d. Working Conditions Topics reserved to the School Board in the CBR are not subject to discussion in the LMC;

B. LMC Composition. Standing members of the LMC shall include:

- a. The President or designee of AEA
- b. Two other members of AEA to be determined by the President
- c. The Superintendent or designee
- d. Two other representatives of ACPS to be determined by the Superintendent
- e. Additional participants may be invited with mutual agreement of AEA and ACPS provided there is adequate coverage for their duties and responsibilities for the duration of the meeting. If coverage is not available, non-members shall not attend.

- C. Chairperson. The President of AEA/designee or the Superintendent/designee can convene the LMC. Responsibility for chairing meetings shall alternate each meeting between AEA and ACPS. Each party will determine whether their chair assignment will be permanent or rotate among their LMC participants. The Chair shall arrange the physical or virtual location of the meeting.
- D. Minutes. The Superintendent will designate an ACPS representative to prepare minutes of the meeting. Drafts of meeting minutes will be submitted to each co-chair for approval. Once the co-chairs have approved the minutes, they will distribute them to their LMC members and any invited participants.
- E. Date, Time, and Agenda of Meetings. The LMC shall meet at least quarterly. The meetings shall occur during normal school hours, and standing AEA representatives shall be given paid professional leave to attend the meetings. Additional meetings may be scheduled by mutual agreement. Such additional meetings will be requested a minimum of two weeks in advance along with the proposed agenda items of the requesting party. The proposed agenda for all meetings shall normally be limited to one and one-half hours and shall include the topics along with a brief description and will be submitted five business days prior to the meeting to all standing members of the LMC. The individual assigned to chair the meeting will be responsible for preparing and distributing the agenda. Topics not on the agenda will not be discussed. However, either party may initiate a topic not on the agenda provided the other party concurs that it would be of benefit to be discussed as soon as possible.
- F. General Guidelines.

- a. As time permits, each topic will be discussed fully and recommendations made on the topic before proceeding to another topic.
- b. Topics requiring further study may be tabled and brought for further discussion at a future meeting.
- c. The LMC may appoint temporary joint subcommittees to address particular issues. The LMC shall be authorized to establish the membership, charge, and the tasks of these subcommittees, as well as discontinue them when their work is completed. Subcommittees will report back to the LMC. The LMC will review recommendations and make final decisions.
- d. It is recognized that recommendations growing out of LMC meetings are not binding. All recommendations made by the LMC shall be arrived at by the process of mutual consensus.
- e. No pending grievances shall be discussed, and no collective bargaining shall take place. However, topics regarding the implementation of this Agreement may be discussed.

Planning Time

A. Individual planning time and Professional Learning Communities

- a. Recognizing that individual planning time allows teachers to reflect, prepare, and design instruction tailored to the needs of their students, as well as complete essential professional responsibilities such as reviewing student work, developing instructional materials, and communicating with families, time for teachers to plan individually is prioritized and protected in scheduling. Individual planning time is a necessary complement to collaborative planning and is an essential component of high-quality instruction and student success.
- b. Recognizing that the PLC model that incorporates collaborative teams of teachers leveraging their mutual expertise to plan and design high quality instruction and assessment, analyze student data, and develop instructional materials and is a research-based, effective model for improving student learning, time for teachers to collaborate and work together is prioritized and protected in scheduling. Weekly PLC meetings for priority subject areas are expected and are part of daily and weekly planning time since by definition, these matters plan for the delivery of instruction.

B. Elementary

- a. All Licensed Employees serving students in grades K-5 in an elementary school who provide instruction in a standards-based curriculum such as all classroom teachers, librarians, specialists, and special educators, are entitled to scheduled planning time. Licensed Employees such as counselors, Instructional Coaches, and LTI's shall design their schedule with their supervisor in ways that

incorporate time for tasks that may be considered planning such as contacting parents, preparing for classroom and small group sessions and presentations, etc.

- b. Weekly scheduled planning time for full-time Licensed Employees as described above shall total at least 250 minutes, with no fewer than 50 consecutive minutes (including travel time to and from specials classes) of daily planning time each instructional day. Unencumbered time before and after school (time not scheduled for supervision/duty or staff meetings) within contract hours is counted as part of the weekly scheduled planning time. At least two (2) days and no less than 100 minutes per week must be regularly scheduled as unencumbered for individual planning, and Licensed Employees have the autonomy to plan together during these unencumbered planning days if they choose.
- c. Licensed Employees shall not be required to attend more than three (3) meetings per month during their planning time. Such meetings are limited to faculty meetings, administrative meetings, and parent conferences. It is understood that field trips and schoolwide events may occur during planning time. On such days, Licensed Employees may request coverage to obtain planning time, and Supervisors will make a good faith effort to provide coverage that supports planning time, or may excuse the Employee from attending required after school meetings at the Supervisor's discretion. In the event that a Licensed Employee is required to attend a student-focused meeting such as an SBIT, IEP, or 504 meeting, every effort will be made to schedule up to 60 minutes of school-based substitute coverage, release from a scheduled meeting or other make up at the principal's discretion within that week. Licensed Employees are responsible to

craft substitute plans for this time. Planning time missed due to inclement weather closing or delayed opening shall not be made up.

- d. If, in the absence of an available substitute, a Licensed Employee provides substitute coverage for another Licensed Employee during their regularly scheduled planning time, they shall be compensated under the terms of the Substitute Incentive Pay plan.
- e. On rare days of significant staff shortages where there are absent teacher positions not covered by a substitute, specials classes may as a last resort be canceled, resulting in a loss of planning time. Such lost planning time will not be made up. The principal shall involve staff in planning for occasional, infrequent situations such as these to get input related to options to retain at least some planning time for staff on these days, as well as endeavor to secure substitute coverage.
- f. SOL and other test proctoring are required parts of all Licensed Employees' responsibilities. This may occur during an Employee's scheduled planning time. Supervisors shall spread test-proctoring responsibilities across staff in an equitable manner. If a Licensed Employee is assigned to testing or testing-related duties during all or part of their planning time, and the planning time cannot be moved within the day, they shall be compensated according to the Supplemental Pay Scale in addition to their regular pay.

C. Secondary

- a. All full-time Licensed Employees in secondary schools who provide instruction in a standards-based curriculum -- such as all classroom teachers, librarians, specialists, and special educators -- are entitled to scheduled daily planning time.

Licensed Employees such as counselors, Instructional Coaches, and LTI's shall design their schedule with their supervisor in ways that incorporate time for tasks that may be considered planning such as contacting parents, preparing for classroom and small group sessions and presentations, etc.

- b. At least one planning period shall be provided each day during instructional hours, equivalent to a normal teaching period. At least two (2) days per week must be unencumbered for individual planning, and Licensed Employees have the autonomy to plan together during these unencumbered planning days if they choose. Teachers whose workloads include four or more unique courses which all require different lessons shall not have a homeroom assigned, and shall have that time as additional unencumbered planning time.
- c. Licensed Employees shall not be required to attend more than three (3) meetings per month during their planning time. Such meetings are limited to faculty meetings, administrative meetings, and parent conferences. Teachers who are in three or more PLC's shall not be required to attend PLC meetings for more than 45 consecutive minutes. It is understood that field trips and schoolwide events may occur during planning time. On such days, Licensed Employees may request coverage to obtain planning time, and Supervisors will make a good faith effort to provide coverage that supports planning time or may excuse the Employee from attending required after school meetings at the Supervisor's discretion. In the event that a Licensed Employee is required to attend a student-focused meeting such as an SBIT, IEP, or 504 meeting, every effort will be made to schedule up to 60 minutes of school-based substitute coverage or release from a scheduled

meeting at the principal's discretion within that week. Licensed Employees are responsible for crafting substitute plans for this time. Planning time missed due to inclement weather closing or delayed opening shall not be made up.

- d. If, in the absence of an available substitute, a Licensed Employee provides substitute coverage for another Licensed Employee during their regularly scheduled planning time, they shall be compensated under the terms of the Substitute Incentive Pay program.
- e. SOL and other test proctoring is a required part of all Licensed Employees' responsibilities. This may occur during an Employee's scheduled planning time. Supervisors shall spread test proctoring responsibilities across staff in an equitable manner. If a Licensed Employee is assigned to testing or testing-related duties during all or part of their planning time, and the planning time cannot be moved within the day, they shall be compensated according to the Supplemental Pay Scale in addition to their regular pay.

Contractual Obligations

Duty-free Lunch Period

- A. Licensed Employees shall be provided a duty-free lunch period each regularly scheduled workday. Starting in school year 2026-27, this period shall extend for at least twenty-five (25) scheduled consecutive minutes, beginning when students leave their supervision. Starting in school year 2028-29, this period shall extend for at least thirty (30) scheduled consecutive minutes, beginning when students leave their supervision.
- B. During the first week of school, based on student needs, Licensed Employees may be required to eat lunch with their classes in order to properly teach cafeteria routines and expectations.
- C. During emergency situations, field trips, and schoolwide special events (e.g. “field day”), Licensed Employees should not expect the full duty-free meal break. Except for emergencies, Licensed Employees have the right to decline a request to perform any duties during their lunch period.

Required Professional Development

A. Required Professional Development During Contract Hours

Required professional development will generally occur during regularly scheduled contract hours, or on days reserved by ACPS for professional development. Professional Development days must be indicated on the school year calendar by August 1 each year, and may change during unforeseen circumstances including but not limited to inclement weather closings. Any required professional development Licensed Employees are expected to attend outside of Professional Development days or contract hours shall be compensated in accordance with the rates of pay on the Supplemental Pay Plan. It is understood that from time to time, Federal and State agencies will mandate training that is required and is beyond the control of the Division to allocate additional time but must still be completed.

B. Compensation for Professional Development Outside of Contract Day

- a. Licensed Employees will be compensated for any Division-mandated courses that require work or attendance outside of their contract day, according to the Supplemental Pay Scale.
- b. The Supplemental Pay Scale will tie hourly rates for Licensed Employee PD to the Teacher Extra Hours rate. This rate is understood to be the Employee's hourly rate.

C. Obligations for Part-time Employees

The professional development requirements for part-time Licensed Employees shall be directly proportional to their FTE (e.g., an employee with a .5 FTE must attend professional development events for only half the time allotted for the session, or they may attend for the full allotment of time for only half the number of required events). For

any training related to safety, security, or mandated by state or federal law, the training must be completed in its entirety regardless of the portion of FTE the Employee is assigned to work. Such training is not included in the proportional amount of training for part-time Employees.

Employees' Children and Non-Student Days

At the discretion of the building administrator, Employees may bring their personal children/dependents to school in occasional, emergency situations where attempts to obtain childcare were not successful or fell through, provided the following conditions are met:

- A. It is a non-student attendance day.
- B. There are not staff or team meetings (including professional development) taking place in the school that require the Employee to participate. Principals may waive this requirement if they deem appropriate.
- C. The Employee understands that they are solely and fully responsible to supervise their child and that observed behavior that raises concerns for safety may require the Employee to use leave and leave the building.
- D. The principal has agreed that it is acceptable based on the day's conditions (e.g. any maintenance work that may be occurring in the building that day).

Workload Relief Days

The purpose of workload relief days is to provide Licensed Employees with time during the workday to complete job-related responsibilities. The Division supports Licensed Employees with time to implement data-driven practice by providing substitute release time which supports data analysis and planning as a team, as well as individual planning work to support work-life balance. Possible uses include, but are not limited to: lesson planning, team planning, assessing student work, curriculum planning, and data analysis.

A. Twice per year, once shortly after the second quarter assessments have been administered, and once shortly after the third quarter assessments have been administered, teams of Licensed Employees may schedule these data analysis and planning days, with up to half the day focused on the quarterly assessment (or other assessment) data analysis work and at least half reserved for the Employee's personal planning. At the elementary level, grade level teams should schedule together, and at secondary, Licensed Employees should schedule with their PLC groups. Teachers of singleton courses (generally, fine arts, CTE, and some other courses) will schedule the days to collaborate with teachers across the division who teach similar coursework in order to effectively collaborate on data they have gathered on student progress. Licensed Employees who do not deliver instruction that requires an end-of-year SOL assessment must provide a workplan for the day to their Supervisor for approval and may request these days during other periods of time between October 1 and April 30 every school year. Requests outside these windows will not be approved.

B. A Licensed Employee must request their workload relief day at least two weeks in

- advance to ensure substitute coverage. Effective substitute lesson plans are required and should be in place.
- C. Workload relief days shall not be deducted from other accrued leave.
 - D. As part of the request, Licensed Employees will submit a plan of action for the day to the Supervisor for review. Supervisors may require submission of data analysis templates and other evidence of how the time was spent. If remote work is requested, approval is at the discretion of the Supervisor.
 - E. Workload relief days do not carry over from one year to the next.
 - F. Licensed Employees working less than full-time in the Division will receive days in proportion to their FTE.

Staff Meetings

Licensed Employees may be required to attend up to three (3) staff meetings per month before or after school; such meetings shall not exceed 60 minutes total per meeting (or 180 faculty meeting minutes per month). The meeting requirements for part-time Licensed Employees shall be directly proportional to their FTE and attendance expectations based on this proportional requirement shall be coordinated with their supervisor (e.g., an Employee with a .5 FTE must attend meetings for only half the time allotted for the meeting, or they may attend for the full allotment of time for only half the number of required meetings).

After-school, Evening, and Weekend Events

- A. Required evening events are Open House, Back-to-School Night, and fall and spring conferences.
- B. Licensed Employees shall attend up to three Family Engagement Nights or other student and community-focused events based on their school schedule. Principals are encouraged to develop a schedule and equitably assign responsibilities to minimize after-school and evening time commitments. Any other after-school or evening events are voluntary and not required. The time commitments required for part-time Licensed Employees for these events shall be directly proportional to their FTE.
- C. Any Licensed Employee who is required to attend more than three of the events referenced in Paragraph B shall be compensated according to the Teacher Extra Hours Rate.
- D. It is understood that teachers in some subject areas, especially music and fine arts, are expected to prepare for and attend evening concerts and performances, and that a stipend program from the division is the full compensation for these specific duties.
- E. All weekend events not covered by stipends described in section D are voluntary.

Parent-Teacher Conferences

If conferences cannot be held during mandated conference days and hours due to teacher absence, the teacher shall schedule makeup conference sessions. If a student or family is not able to meet during the regularly scheduled conference window set up by the teacher and school, the teacher will attempt to schedule a make-up conference session at a mutually agreed upon time and shall be paid at the Teacher Extra Hours rate on the Supplemental Pay Scale if the meeting occurs outside of the teacher's regularly scheduled contract hours.

Additional Compliance Work Time for SPED Teachers

Special education teachers may work up to fourteen and one half (14.5) hours (for a full-time teacher) prior to the start of the school year to complete IEPs and otherwise comply with state and federal law. Special education teachers shall request and receive approval from an administrator for this work prior to the start of the school year. They shall receive payment at the Special Education ESY summer rate on the Supplemental Pay Scale.

Health and Safety

Replacement of Damaged Personal Property

ACPS presently carries and will seek to maintain insurance for the purpose of reimbursing Licensed Employees for the cost of repairing or replacing personal property that is damaged or destroyed by a student at work, provided the personal property was used appropriately in the educational setting. Employees shall be eligible for reimbursement up to \$500 per incident of personal property damaged or destroyed. The total reimbursement for claims division-wide is limited to \$15,000 per year. Employees shall promptly report the damage to the designated contact in Building Services to file the insurance claim, and reimbursement is subject to the terms and conditions of ACPS' insurance policy. Damages to items that occur as part of an event that may be compensable under Workers Compensation shall be filed under Workers Compensation prior to filing under this provision.

Recovery Time

Administrators and Supervisors are encouraged to offer, and Licensed Employees are encouraged to request, a paid Recovery Break of at least fifteen (15) minutes when involved in an adverse incident involving a student, including, but not limited to: physical aggression, breaking up a fight, verbal abuse and other threats. Supervisors shall not unreasonably deny requests made by Employees in these situations and shall endeavor to secure coverage so that the request can be honored. The incident must be reported to the Licensed Employee's immediate Supervisor, and an incident report kept by the school or department through the standard discipline reporting process. A longer break may be given at the Supervisor's discretion.

Reprimand Protocols

As described in Policy GBCA, disciplinary action shall be discussed in private. When discussing any other concerns about Licensed Employee performance in any non-confidential setting, Supervisors shall take care to do so with sensitivity and professionalism.