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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 Education Support Professionals (ESP) 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 The terms of this Agreement shall remain in effect until superseded by a new agreement or unless and until the terms of Section 9.H of the CBR apply.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 Education Support Professional Employees, shall have the following rights:

- A. To speak on behalf of, and represent the interests of, all members of the ESP 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 ESPs 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 ESPs, 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 or 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 to the Chief Human Resources Officer no later than the day of the review meeting 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 Chief Human Resources Officer'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 I 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: 4.25 % raise
  - b. Fiscal year 2028: 4.25 % raise
  - c. Fiscal year 2029: 4.25 % raise
- B. ESP employees at the top step of a scale or at the max of a paygrade may receive an increase less than the agreed to percentage, as they do not receive a step increase and cannot move past the paygrade maximum.
- C. Policy GCBA shall govern the placement of ESPs on the salary scale, with the following amendment: Newly hired ESPs shall be placed on the applicable salary scale commensurate with their education and relevant experience, in accordance with Board policy or practice, with strong consideration given to maintaining internal equity.
- 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 Supervisor’s 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 the teacher salary schedule.

- i. No step/column/band structure changes
- ii. No stipends or supplements
- 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.

E. ACPS is committed to working with the County Government's Department of Finance and Budget to ensure that 10-month non-exempt ESPs will have the option as soon as

possible to be paid over 12 months. In the meantime, ACPS is also committed to investigating ways within its own time and attendance system to facilitate spreading ten month employee pay over 12 months. ACPS shall provide updates as applicable on the progress of this initiative at each quarterly meeting of the Labor-Management Committee.

## Substitute Incentive Program

The Substitute Incentive Program (SIP) shall govern the assignment of Teaching Assistants and any other ESPs who also work as TAs to substitute teaching opportunities with the following amendments:

- A. Administrators shall notify all eligible ESPs of the opportunity to participate in the program at the beginning of each school year or, for ESPs hired mid-year, within the first week of employment.
- B. Except in occasional emergency circumstances, only ESPs who willingly participate in the program shall be called upon to substitute.
- C. ESPs 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 ESP's next biweekly paycheck. The procedures outlined in the [Substitute Incentive Pay SOP](#) shall be followed.
- D. Administrators shall create and share with ESPs a rotation schedule in order to ensure equitable distribution of substitute opportunities among ESPs, except that an ESP participating in the SIP shall be selected to substitute in their own classroom over another participating ESP.
- E. An ESP may decline a substituting assignment and be skipped in the rotation, provided another participating ESP can be found to fulfill the assignment.
- F. ESPs shall not be pulled from their classroom for substitute teaching assignments more than 4 times in a semester, except in cases of emergency.

## **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, with 3 allocated Licensed Employees, and 3 allocated to ESPs. 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 the employee is 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 Committee.

- 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 September 30th 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. 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 an ESP 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 an ESP with specific credentials or endorsements, ESPs 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 their immediate families. Employees are reminded and encouraged to stay home when ill/symptomatic and seek appropriate medical care when needed.
- B. 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.
- C. Employees who have completed at least ten (10) continuous years of ACPS service (measured by anniversaries) since their most recent hire date as an Employee are eligible to receive partial payout of the value of their accumulated sick leave upon employment termination, per the below table:

| <b>Years of Continuous ACPS Service</b> | <b>Formula for Sick Leave Payout</b>   | <b>Maximum Payout</b> |
|---|--|-----------------------|
| 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               |
| 1. 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 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, 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 (10- and 11-month ESPs)**

- 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 to sick leave; half to the sick leave bank. Personal leave may be taken in hourly increments.
- B. Requests for personal leave must be submitted to an immediate supervisor at least two (2) duty days in advance except in cases of emergency. ESPs shall make leave requests through the Division's electronic timekeeping system (Kronos or equivalent). ESPs shall also follow school or department procedures to obtain approval for leave. In the event of an emergency, the request should be made by the Employee to their immediate Supervisor as soon as possible. On the days preceding and following a holiday or school break, no more than five (5) percent of ESPs per school will be granted personal leave for the same day. If 5 percent of ESPs 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 ESPs 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.

**Annual Leave (12-month Employees)**

Policy GCC shall govern annual leave and be incorporated into this Agreement.

### **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 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 an ESP's immediate family (as defined in policy GCC) or a household member, 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. ESPs 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, ESPs may use up to two (2) days of their accrued sick or personal leave.
- D. ESPs 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

ESPs 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 is 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 (6) 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. ESPs 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. Union members 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 VEA or NEA.

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 of Employees, 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 or another staff member 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 the next 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 should 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 Chairs 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.

## Staffing and Scheduling

### **Paid 15-Minute Breaks**

ESPs who are scheduled to work more than four hours per day shall be scheduled for and receive paid breaks based on the total number of hours worked in a day. Scheduling of breaks shall be done by mutual agreement of the ESP and supervisor according to the following table, with one break scheduled during the first half of a shift and, where appropriate, one scheduled in the second half, when more than one break is due. ESPs working over eight consecutive hours in a day shall be entitled to an additional 15-minute break for every two hours worked over eight hours. Employees scheduled to work four hours or less in a day may have a total paid break time of ten minutes — this break may be ten consecutive minutes or broken into smaller increments based on operational needs such as serving food in a cafeteria or supervision of students in an after-school program. Such breaks shall be scheduled in consultation with the supervisor.

| <b>Hours scheduled to work in a single day</b> | <b>Total paid breaks allowed</b>  | <b>Unpaid meal breaks allowed</b>  |
|--|---|--|
| 4:15-5 hours                                   | One 10-minute break   | None   |
| 5 hours up to 6 hours                          | One 15-minute break   | One 30-minute meal   |
| 6 hours through 8 hours                        | Two 15-minute breaks  | One 30-minute meal   |
| More than 8 hours                              | One additional 15-minute break for every additional 2 hours worked over 8 hours | One additional 30-minute meal for every additional 4 hours worked over 8 hours |

If operations make it impossible for the Employee to take a continuous break, the Supervisor and Employee will come to mutual agreement over scheduling the break whenever possible during the shift, with the Supervisor having the final decision to ensure operations run smoothly.

Draft ESP CBA  
December 16, 2025

Employees must continue to meet all productivity expectations as defined by their supervisors.

An employee's refusal to take a scheduled break, or the occurrence of an Emergency preventing the break, does not trigger any additional compensation. Unused break time shall not result in leaving work prior to the end of the shift or be carried over across days.

### **Duty-free Meal Break**

ESPs working thirty (30) hours or more in a week, or at least five (5) hours in a day, shall receive a thirty (30) minute unpaid, duty-free meal break, given the following provisions:

- A. Meal break schedules shall be established by each ESP supervisor by the first day of the school year, or the first week of the work year for non-school based ESPs.

Supervisors retain the authority to change scheduled meal breaks with notice that is as reasonable as is practical; when doing so, employee input shall be considered.

- B. Meal breaks may be interrupted in the event of an Emergency or a program need.

Should an interruption occur, ESPs shall have the option, in consultation with their supervisor, to either take their meal break at their next opportunity to do so, be paid for their time, or end their workday early.

- C. An ESP may leave the worksite during a meal break with the permission of their supervisor following designated sign-out procedures. Such permission shall not be unreasonably withheld.

- D. At the request of the employee, with the permission of the Supervisor, the Employee may work through their lunch period and not clock out as a mechanism to end their scheduled work day earlier. This permission may be revoked by the Supervisor based on changes to operational needs and may be withdrawn by the Employee with a notice period of at least one week.

### **Temporary Promotions and Covering Vacant Positions**

When an ESP is assigned the duties of a higher pay grade position via a formal written or e-mailed notice, they shall be paid according to the provisions and terms of Policy GCBA.

It is not expected that employees will completely cover the workload of an absent colleague, but they may be expected to perform work that is outside their typical duties, yet within the scope of their job description. Supervisors shall clarify prioritized work when employees are covering for an absent colleague and determine whether overtime is approved and/or scheduling adjustments can be accommodated.

## **Overtime**

Non-exempt ESPs are entitled to overtime pay or compensatory time in accordance with the Fair Labor Standards Act (“FLSA”) and Virginia Overtime and Wage laws at their regular rate of pay or 1.5 times their regular rate of pay when applicable. Policy GCJ-R shall govern overtime. The following guidelines have been agreed to and apply to overtime assignments:

- A. ESPs shall receive notice of requested overtime work as far in advance as possible. It is understood that Emergency situations and unexpected absences do not generally permit advance notice of overtime.
- B. With prior discussion and approval between supervisor and employee, work schedules may be adjusted for the purpose of avoiding incurring overtime pay or compensatory time. In occasional emergency circumstances, overtime may be mandatory based on operational needs.
- C. Employees who incur overtime based on a reasonable, good faith belief that there is an Emergency situation shall not be subject to discipline.

## **On-call Compensation**

Policy GCJ-R shall govern on-call status and compensation.

A. Definitions:

- a. Passive On-Call Status: In this status, an employee has been notified that they are on-call for a specific 12-hour period. The employee must remain in an area close enough to respond if they are called in, must remain in an area where they can receive calls, and may need to forego personal activities in order to remain available and in an appropriate state to work (including refraining from substances that impair the ability to work).
- b. Active On-Call Status: In this status, an employee has been called to return to the workplace. The employee is expected to report at the required time, or within one hour of notification to return to work, unless emergency circumstances prevent return (e.g. weather conditions impede road access).

B. Employees may be required to be available to return to work or “on-call” during a scheduled twelve (12)-hour period. Employees who are “passively on-call” are eligible for a premium payment of 1.25 times the employee’s hourly rate for each on call period of up to twelve (12) hours. The premium is received when the employee is placed in an on-call status, even if the on-call status is canceled prior to the start of the period.

- C. Employees in passive on-call status move to active on-call status when they are called to report. When they report, they are eligible for call-back pay under Policy GCJ and the provisions of this Agreement.

### **Call-back and Emergency Compensation**

Policy GCJ-R shall govern call-back and emergency compensation, with the following revision: Once an ESP has been called back to work, they are guaranteed a minimum of three (3) hours of call-back pay or three (3) hours of compensatory time.

## Health and Safety

### **Heating, Ventilation, and Air Conditioning Standards**

Policy FEH shall govern Heating, Ventilation, and Air Conditioning standards in buildings owned by ACPS, and these procedures shall be followed to address concerns related to HVAC in the building:

- A. When a room, building or indoor work area reaches a temperature below 60 or above 82 degrees F for a sustained period of more than four (4) hours (does not apply when there are students or employees with medical conditions that are documented through processes such as ADA, 504, or IEP — concerns related to their safety will be addressed more immediately), any impacted ESPs shall work with assigned building administrative staff to request an alternate work location in the building. Work orders should be submitted immediately upon noticing the malfunction in the HVAC systems.
- B. Custodians, Maintenance, and Child Nutrition staff may experience temperatures outside the above range due to the requirements of their positions. As such, they are expected to adhere to safety regulations covered in their training and work directly with their supervisors related to any unusual variations in temperature to ensure their workspace complies with workplace safety standards. Annual refresher training shall be developed and provided to these employees related to temperature safety.
- C. Supervisors will provide updates to all affected Employees of the reported problem, create an action plan, and provide a status update within two (2) business days from the time of the work order submission. Building Services staff shall work with

supervisors on site to relocate staff to alternate workspaces if necessary. When a room, building or work area, because of its condition, is judged by Building Services leadership to create a health or safety hazard, it shall be closed to students and Employees, until the hazard is corrected.

### **Restroom Access**

ESPs shall have access to a restroom in an ACPS facility during their shift, including one hour before and after their scheduled workday. Bus Drivers will make arrangements with school administrators to obtain a security code and get access to the school in order to deactivate the alarm if the building is secured and re-activate it when they leave.

### **Replacement of Damaged Personal Property**

ACPS presently carries and will seek to maintain insurance for the purpose of reimbursing ESPs 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 ESP 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 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 employee performance in any non-confidential setting, Supervisors shall take care to do so with sensitivity and professionalism.

## Training and Professional Development

### **Job Descriptions and Performance Feedback**

The duties and specific performance expectations for each ESP job title shall be available in written form, as a Job Description on the Employee Resources website. This documentation shall also be available for reference on the ACPS intranet (e.g. "Staff Resources"). Any negative performance review or disciplinary action taken against an ESP on the basis of failure to complete job duties must cite the specific, unfulfilled duties. If an employee requires an interpreter during a meeting regarding performance or during their annual performance appraisal meeting, they shall notify their supervisor at least two weeks prior to the meeting so that the supervisor may schedule an interpreter as appropriate.

By July 1, 2027, major Departments in Central Services will develop manuals or sets of Standard Operating Procedures to provide written clarity on procedures and processes. This work will be done in collaboration with the Union. The major departments include: Special Education, Transportation, Building Services, EDEP, Child Nutrition, and Nursing Services.

Documentation shall be kept on the ACPS Intranet. Worksites will have posters in workrooms and staff areas, such as the Staff Lounge, that have direct links to the website. Additionally, one paper copy of the documents shall be kept in the main office at each school and with every lead bus driver.

### **Professional Development for Teaching Assistants**

Teaching Assistants shall have the opportunity to sign up for and attend training or professional development sessions on designated PD days or other non-student days when the content of the professional development or training pertains to their classroom assignment or duties and as space permits. Employees will obtain the authorization of their supervisor or principal prior to attending and the Supervisor is responsible to provide funding to compensate the employee. They will be paid their hourly rate.

### **Training of Office Associates and Registrars**

Office Associates and Registrars shall be trained upon hire on management of systems such as PowerSchool using ACPS provided training services, including recorded videos and when available, central office staff assigned to provide training support. At times, colleagues in the same building or department will provide guidance or assistance on using these systems using ACPS-designed resources. A training plan SOP for newly hired OAs, which will include how the new hires will be trained on ACPS tools (currently including but not limited to PowerSchool, Kronos, Tyler, etc), will be developed by July 1, 2026. Input and feedback from the Union will be part of the development.