

Collective Bargaining Agreement
between
Arlington Public Schools (APS)
and
Arlington School Administrators (ASA)

Effective:
August 2023 – June 2024

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Definitions

For purposes of this Collective Bargaining Agreement, the terms below are defined thusly:

Types of Schools

- Elementary School:

Abingdon Elementary	Glebe Elementary
Arlington Science Focus Elementary	Alice West Fleet Elementary
Arlington Traditional Elementary	Hoffman-Boston Elementary
Ashlawn Elementary	Innovation Elementary
Barcroft Elementary	Jamestown Elementary
Barrett Elementary	Long Branch Elementary
Campbell Elementary	Montessori Public School of Arlington
Cardinal Elementary	Nottingham Elementary
Carlin Springs Elementary	Oakridge Elementary
Claremont Elementary	Randolph Elementary
Discovery Elementary	Taylor Elementary
Dr. Charles R. Drew Elementary	Tuckahoe Elementary
Escuela Key Elementary	

- Middle School:

Dorothy Hamm Middle	Kenmore Middle
Gunston Middle	Swanson Middle
Thomas Jefferson Middle	Williamsburg Middle

- High School:

Arlington Community High	Washington-Liberty High
Wakefield High	Yorktown High

- Program:

Integration Station	New Directions & Langston High School Continuation Program
Eunice Kennedy Shriver Program	

- Secondary Program:

H-B Woodlawn Secondary Program

- Career Center:

Arlington Career Center

Parties to this CBA

- APS: Arlington Public Schools or its representatives

The following are used interchangeably with “APS” in this document:

- Agency
- Arlington Public Schools
- School Board

- ASA: Arlington School Administrators, the exclusive representative of Administrative personnel at APS
- Administrative Personnel: a designation of APS employees, created by APS’ Collective Bargaining Resolution, to allow said employees to engage in collective bargaining through an exclusive representative (currently ASA)

The following are used interchangeably with “Administrative Personnel” in this document:

- Administrative Bargaining Unit (ABU)
- Bargaining Unit

- Member: an APS employee belonging to the Administrative Bargaining Unit

The following are used interchangeably with “Member” in this document:

- Unit Member
- Bargaining Unit Member
- Administrative Bargaining Unit Member

Other Terms

- Business Day: a day that Arlington Public Schools central office is open
- CBA or Agreement: Collective Bargaining Agreement
- Fiscal Year or FY: APS’ fiscal year begins July 1 of one calendar year and ends June 30 of the following calendar year (ex. “FY24” runs from July 1, 2023, through June 30, 2024).
- Grievance: A complaint or dispute by an employee, relating to their employment, alleging that there has been a misapplication, misinterpretation, or other violation of policy
- Proposed Budget: APS’ annual budget must be finalized by the Superintendent and then approved by the School Board. The final Superintendent budget that has not yet been approved by the School Board is considered APS’ Proposed Budget.
- Superintendent: Unless otherwise specified, any reference to the Superintendent of APS in this Agreement is understood to mean the Superintendent or his/her Designee.

Article 1: Recognition and Coverage

I. Recognition

APS recognizes ASA as the exclusive bargaining representative for the purpose of negotiating all matters related to wages, benefits, and terms and conditions of employment for the employees in this bargaining unit, referred to as “Administrative Personnel.”

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

III. Confidential personnel means any individual who, in the course of his or her employment:

A. Has access to confidential APS personnel files or other confidential APS information (including budgetary and fiscal data) subject to use by APS in collective bargaining matters;

or

B. Assists and acts in a confidential capacity to employees who formulate, determine, and effectuate school policies in the area of employee relations:

(1) Including but not limited to any employee who works in:

(a) Any office of a School Board employee to include:

(i) The Clerk;

(ii) The Deputy Clerk; and

(iii) Internal Audit Director.

(b) Office of the Superintendent.

(c) All Assistant Superintendents.

(d) Superintendent’s Cabinet.

(e) Division Counsel and any direct reports in the Office of Division Counsel.

(f) All Directors in Human Resources.

(g) Director of Labor Relations and any direct reports.

(h) Finance & Management Services to include:

(i) Finance Director; and

(ii) Budget Director.

(i) Performs work in a position, wherever assigned, with authorized access to confidential information pertaining to APS budgetary or fiscal data or confidential personnel information pertaining to collective bargaining matters.

Article 2: Dues Deduction

- I. Administrative personnel have the right, but are not required, to join ASA as a condition of employment.
- II. For administrative personnel represented by ASA under this agreement, the School Board shall honor a payroll deduction authorization only for dues and fees paid to ASA.
- III. The School Board shall honor the terms of the administrative personnel employee authorization for payroll deduction to ASA made in any form including those that satisfy the Uniform Election Transaction Act (§ 59.1-479 et seq.), including electronic authorizations.
- IV. Unless ASA otherwise directs, the administrative personnel employees' request to cancel or change authorizations for payroll deductions shall be directed to ASA and not the School Board. ASA shall be responsible for processing these requests in accordance with the terms of the authorizations.
- V. ASA shall provide a copy of all administrative personnel employees' consent to payroll deductions to the School Board.
- VI. ASA shall indemnify the School Board for any disputed deduction made by an administrative personnel employee for deductions in reliance of the authorization.

Article 3: Salary Step

Step increases for bargaining unit members shall be included in the Superintendent's proposed budget and will be provided as long as funding is included in the budget adopted by the School Board.

Article 4: Grade Increase for Elementary and High School Assistant Principals

Principals at all school levels shall be two grades higher than Assistant Principals. Starting in FY 2024, High School Assistant Principals will move from grade 15 to 16 and Elementary Assistant Principals will move from grade 14 to 15.

Article 5: Grade Increase for High School Directors of Counseling and Directors of Student Activities

High School Directors of Counseling (DOC) and Directors of Student Activities (DSA) shall be at the same grade level as High School Assistant Principals. Starting in FY 2024, High School DOCs at Career Center, Wakefield, Washington Liberty, and Yorktown, along with High School DSAs at Wakefield, Washington Liberty, and Yorktown will move from a grade 15 to 16.

Article 6: Holidays

The APS calendar will denote holidays for administrative bargaining unit members as listed below unless changed by school board action for inclement weather. In addition, any days denoted as staff holidays for 12 month employees on the approved APS calendar will be designated as paid holidays for Administrative bargaining unit members.

- New Year's Day
- Dr. Martin Luther King, Jr.'s Birthday
- President's Day
- Memorial Day
- Juneteenth
- Independence Day
- Friday before Labor Day (should school start prior to Labor Day - Required by Code of Virginia §22.1 79.1)
- Labor Day
- Veterans' Day
- Thanksgiving Holiday – Thursday and the following Friday
- Christmas Eve
- Christmas Day and the day after Christmas
- New Years' Eve

Article 7: Annual Leave and Breaks and Holidays

I. Annual Leave

- A. Administrative Bargaining unit members shall earn 14 days of annual leave during the first year of employment and each year thereafter.
- B. Starting on July 1, 2024:
 - i) Administrative Bargaining Unit members hired or promoted into an administrative bargaining unit position before July 1, 2011, shall be credited with one (1) additional bonus day for each consecutive year of continuous employment with the school system in an administrative bargaining unit position for up to a maximum of fourteen (14) bonus days.
 - ii) Administrative Bargaining Unit members hired into an administrative bargaining unit position or promoted into an administrative bargaining unit position on or after July 1, 2011, shall be credited with one (1) additional bonus day for each consecutive year of continuous employment with the school system in an administrative bargaining unit position for up to a maximum of six (6) bonus days.
 - iii) Any break in service of an employee serving in an administrative bargaining unit position will be considered to restart the period for crediting of additional bonus days resulting in a maximum of six (6) bonus days.
- C. A total of 40 days of annual leave may be carried forward from one fiscal year to another. Up to 16 days of excess annual leave shall be transferred to employees' sick leave balance.

II. APS Breaks and Holidays

- A. Administrative Bargaining Unit members will be released from work without charge to leave when there is no student instruction during winter and spring break. During this time, bargaining unit members are responsible for monitoring emails and responding to any urgent matter(s).
- B. Administrative Bargaining Unit members are not permitted to take annual leave the day before or after a break or holiday during the school year or without the approval of their cabinet level supervisor.

Article 8: Bereavement Leave

In the case of the death of a member's spouse/domestic partner, child, parent, grandparent, or sibling (whether adopted, natural, step, foster, or in-law), the member shall be granted a leave of absence without loss of pay for a period not exceeding (4) consecutive working days beginning with the date of death, and that no day during this period on which the member has been on duty shall be counted in computing the length of leave.

Article 9: Leave Payouts on Separation

I. Annual Leave: Retirement

- A. Members hired before July 1, 2011, who qualify and retire under the Virginia Retirement System or the Arlington County Retirement System after a minimum of five years of service with Arlington Public Schools are paid for 100 percent of their accumulated annual leave, based on their hourly rate of pay at the time of retirement. Starting in FY 2025, payouts that exceed \$2,500.00 shall be deposited in deferred compensation accounts established in the retiree's name.
- B. Members hired on or after July 1, 2011, who qualify and retire under the Virginia Retirement System after a minimum of five years of service with Arlington Public Schools will be paid up to 40 days of accumulated annual leave, based on their hourly rate of pay at the time of retirement. Starting in FY 2025, payouts that exceed \$2,500.00 shall be deposited in deferred compensation accounts established in the retiree's name.

II. Annual Leave: Resignation/Non-Retirement, Lay-off

- A. Members who resign, separate or are laid-off from APS will receive a pay out of up to 40 days of accumulated annual leave, based on their hourly rate of pay at time of separation.

III. Sick Leave: Retirement

- A. Members hired before July 1, 2011, who qualify and retire under the Virginia Retirement System or the Arlington County Retirement System after a minimum of five years of Arlington Public Schools service are paid for 50 percent of their accumulated sick leave, based on their hourly rate at the time of retirement. Payouts that exceed \$2,500.00 shall be deposited in deferred compensation accounts established in the retiree's name.
- B. Members hired after July 1, 2011, will be paid 25% of their accumulated sick leave, based on their hourly rate at the time of retirement. Payouts that exceed \$2,500.00 shall be deposited in deferred compensation accounts established in the retiree's name.

IV. Sick Leave: Resignation/Non-Retirement, Lay-off

- A. Members who resign, separate or are laid-off from APS will be eligible to transfer accumulated sick leave to another Virginia school division within one year of their departure based on reciprocity with the receiving school district.

Article 10: Investigations of Unit Members

- I. An Administrative Bargaining Unit member is entitled to have an ASA representative during any meeting related to discipline of the member or that may result in a disciplinary action, including investigatory interviews when the member is accused of misconduct. The Unit member is responsible for arranging for their representative to be present for the meeting or interview.

When an Administrative Bargaining Unit member is being investigated for alleged misconduct, the member will receive an administrative leave letter within three (3) work days of notification of placement on administrative leave. As part of the investigation, the member will be given the opportunity to respond to the allegation(s) against them. Additionally, as part of APS' grievance process, prior to any final disciplinary action that may affect a member's continued employment or compensation, the member will be provided with the opportunity to respond again to the allegations, and may have an ASA representative present at the meeting(s) and/or legal representation of their choice and expense. The ASA representative or the member must notify APS at least one business day in advance if legal representation will be present to allow APS the opportunity to also bring legal representation to this meeting.

- II. APS reserves the right to place an Administrative Bargaining Unit member who is accused of misconduct on paid administrative leave for all or part of an investigation. The decision to place a member on administrative leave is not subject to grievance.
 - A. Administrative leave will be served at an APS facility other than the member's worksite. APS will make every reasonable effort to place the member at a discrete location in order to maximize confidentiality.
 - B. APS will continue to strive to complete misconduct investigations as quickly as possible. Members who are on administrative leave pending investigation may email the Office of Employee Relations for updates on the timeline for completion of their investigation.
- III. If it is determined that the charges against the Administrative Bargaining Unit member are unsubstantiated, the member involved in the investigation will be notified in writing and, upon request, any materials placed in the official personnel file as a direct result of the investigation will be removed and will not be used in any future disciplinary action or performance evaluation.

Duration of Agreement

This Agreement shall be effective as of August 1, 2023, as long as it has been approved by the School Board prior to the date above, and shall remain in full force and effect until the 30th day of June 2024. It shall be automatically renewed from year to year thereafter unless either party shall notify the other in writing no later than August 2023, that it desires to modify or terminate this Agreement. Upon expiration of this Agreement, the terms of the existing Agreement shall remain in effect until superseded by a new Agreement.

Signed:

On Behalf of Arlington School Administrators (ASA):

Sue Robinson
Executive Director, ASA

Date

On Behalf of Arlington Public Schools (APS):

Stephanie Maltz
Director, Labor Relations, APS

Date