

COLLECTIVE BARGAINING AGREEMENT

Between

CHARLOTTESVILLE CITY SCHOOLS

and the

CHARLOTTESVILLE EDUCATION ASSOCIATION

Licensed Personnel Bargaining Unit

Effective July 1, 2025 through June 30, 2028

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ARTICLE 1
RECOGNITION & COVERAGE

Pursuant to the certification of election issued by the Labor Relations Administrator jointly selected by the Parties to this Agreement, the School Board of the City of Charlottesville (the School Board or Board) recognizes the Charlottesville Education Association (CEA or Union) as the exclusive representative of the Licensed Personnel bargaining unit for the purpose of collective bargaining regarding the subject matters set forth in the School Board Resolution enabling collective bargaining adopted on March 2, 2023 (the Collective Bargaining Resolution or CBR).

ARTICLE 2
EMPLOYEE RIGHTS

As set forth in the CBR, Charlottesville City Schools employees have the right to:

- A. Organize, form, join, or assist and pay dues or contributions to any Employee association or organization;
- B. Promote, support, or advocate for policies, procedures, actions, and decisions that may improve their individual or collective terms or conditions of employment;
- C. Negotiate collectively through an Exclusive Representative of their own choosing;
- D. Engage in other concerted activities for the purposes of collective bargaining or other mutual aid or protection provided such activity does not otherwise violate the Resolution and is not prohibited by other applicable law; and
- E. Refrain from any of the above.

ARTICLE 3
MANAGEMENT RIGHTS

Except as specifically set forth in this Agreement, no provision of this Agreement shall be deemed in any way to limit or diminish the authority of the School Board to manage and direct the operations and activities of the school division to the full extent of the law. Thus, the School Board otherwise retains all rights, including but not limited to, the rights to:

- A. Determine the nature and scope of the work to be performed by bargaining unit employees, including the number of employees hired to perform such work;
- B. Establish a budget and appropriate or authorize expenditure of funds;
- C. Hire, promote, transfer, assign, retain, classify and schedule all bargaining unit employees and undertake disciplinary action with respect to bargaining unit employees;

- D. Determine and implement layoffs or other reductions-in-force due to lack of work, budgetary considerations, changed working conditions/requirements or for other reasons in the School Board's reasonable business judgment not prohibited by law; and
- E. Undertake any actions reasonable and necessary to carry out the mission of the School Board.

ARTICLE 4

MASTER SCHEDULE

- A. The principal at each school shall assemble a Master Schedule Committee that includes the Instructional Leadership team and up to five (5) other self-selected Licensed Personnel who may volunteer for assignment to the Committee pursuant to a process determined by the principal.
- B. A member of the Master Schedule Committee shall be designated by majority vote or consensus to take meeting notes which shall be maintained and available for review by any bargaining unit employee. The meeting notes shall include an account of the meetings so that a clear path to the decision is apparent.
- C. Elementary school principals will annually survey bargaining unit employees during the third quarter of the calendar year and middle and high school principals will annually survey bargaining unit employees during the second quarter of the calendar year to obtain input regarding master scheduling.
 - o The elementary and upper elementary Master Schedule Committees shall begin to meet prior to the fourth quarter of the calendar year.
 - o The middle and high school Master Schedule Committees shall begin to meet prior to the third quarter of the calendar year.
 - o While all voices and feedback are considered, consensus is not required.

Ultimately, the principal makes the final decision regarding the master schedule in accordance with the principal's job description.

ARTICLE 5

WORKDAY

The workday for full-time Licensed Personnel is seven hours and thirty minutes.

ARTICLE 6

WEEKLY MEETINGS

Licensed Personnel are expected to participate in after-school meetings for a maximum of 240 minutes per month, excluding time allocated for meetings such as Individualized Education Plan (IEP)/504 meetings, student success meetings, and family conferences. Whenever feasible, family conferences will be arranged at a time convenient for both staff and families. Meetings pertaining to a Licensed Personnel's field of expertise will not exceed an additional 60 minutes per month.

ARTICLE 7 EVENING ACTIVITIES

- A. Licensed Personnel shall not be required to attend more than a maximum of three (3) evening events annually, and for no more than two (2) hours per event, excluding family "meet and greet" or open house and parent-teacher conferences.
- B. If a school is holding meet and greets, the start and end of the workday will be shifted to accommodate families. Licensed Personnel shall be allowed to adjust their time to still meet the 7.5 hours required per workday.
- C. Licensed Personnel in fine and performing arts in grades 5-12 shall receive a co-curricular supplement as set forth in the Volunteer Stipends for Extracurricular Activities Pay Schedule for evening events/functions that happen outside of the workday.

ARTICLE 8 WEEKEND ACTIVITIES

Participation of bargaining unit employees in weekend events is voluntary; therefore, time spent attending weekend events by choice is not compensated. However, for identified events such as prom and homecoming or other school-sponsored events, the division will support a principal's recommendation for compensation of bargaining unit employees via a stipend, in an amount determined by the principal, for the coordination and facilitation of these events.

ARTICLE 9 DUTY FREE LUNCH

Licensed Personnel shall be provided a lunch period free of any duty or responsibility each regularly scheduled workday. This period shall extend for at least twenty-five (25) consecutive minutes.

Except for emergencies, bargaining unit members have the right to decline a request to perform any duties during their lunch period. An "emergency", for purposes of this provision, is defined as an unanticipated, unavoidable operational necessity or legally declared emergency requiring immediate action.

ARTICLE 10

UNENCUMBERED PLANNING

A. Elementary Schools

Preschool teachers shall have a planning time of at least thirty (30) consecutive minutes during each school day, for five days a week.

- At least two (2) days must be unencumbered for individual planning.
- Teachers have the autonomy to plan together during these 2 unencumbered planning days if they so choose.

Elementary teachers shall have a planning time of at least fifty (50) consecutive minutes during each school day, five days a week.

- At least two (2) days must be unencumbered for individual planning.
- Teachers have the autonomy to plan together during these 2 unencumbered planning days if they so choose.
- Elementary teachers may be required to attend up to two (2) meetings during their planning time per week. Such meetings are limited to: faculty meetings, administrative meetings, curriculum development, student success meetings, parent conferences, IEP or 504 meetings, PLCs, or mandated group planning. However, the Parties agree it is preferable to schedule meetings that fall within the realm of MTSS, family conferences, IEP, or 504 at a mutually agreeable time.

B. Upper Elementary School

Upper Elementary teachers will receive a minimum of 200 minutes of unencumbered individual planning time per five-day week. Teachers have the autonomy to plan with others if they choose.

Teachers may be required to attend no more than two (2) meetings (maximum 60 minutes per meeting) per week during planning time. Such meetings are limited to: faculty meetings, administrative meetings, curriculum development, student success meetings, parent conferences, IEP or 504 meetings, or mandated group planning.

C. Middle School

Middle School teachers will receive a minimum of 225 minutes of unencumbered individual planning time per five-day week. Teachers have the autonomy to plan with others if they choose.

Teachers may be required to attend no more than two (2) meetings (maximum 45 minutes per

meeting) per week during planning time. Such meetings are limited to: faculty meetings, administrative meetings, curriculum development, student success meetings, parent conferences, IEP or 504 meetings, or mandated group planning.

D. High School

The Charlottesville High School current schedule encompasses three 7-period days and two block days. On a 7-period day, teachers will receive 45 minutes or one class period, whichever is greater, of unencumbered time for individual planning. The amount of unencumbered time for the two block days will average a total of 90 minutes per week. This equates to an average of 225 minutes of planning time a week; however, teachers may be required to attend no more than two (2) meetings per week during planning time. Such meetings are limited to faculty meetings, administrative meetings, curriculum development, student success meetings, parent conferences, IEP or 504 meetings, PLCs, or mandated group planning.

Teachers have the autonomy to plan together during their planning time if they choose.

ARTICLE 11 LUNCH COVERAGE REQUIREMENTS

- A. Licensed Personnel will not be assigned lunch duty, except as provided in Article 9 and subsection B of this Article.
- B. Licensed Personnel may be required or scheduled to provide lunch coverage for no more than one lunch period per day (lunch duty), provided they receive their required number of daily planning minutes and have at least 25 consecutive minutes for their lunch.

ARTICLE 12 SALARY

For fiscal years 2026, 2027 and 2028 there will be a 4% salary raise plus a step of 1.5% each year for Licensed Personnel.

ARTICLE 13 ANNUAL STEP INCREASE AND LONGEVITY PAY

- A. Full-time Licensed Personnel's placement on the applicable salary scale step will match their years of experience, defined as follows.
 - 1. A year of experience is one hundred 160 (days) of service within a school year in a public school that is fully accredited by the U.S. Accrediting Authorities. Evaluation of prior service credit shall occur at the time an offer of employment is made.

- B. The application of Section A of this Article is not retroactive. Licensed Personnel hired before the 2023-2024 school year will continue on their current step schedule.
- C. All salary scales applicable to Licensed Personnel will be modified to reflect a uniform across-the-pay-scale 1.5% step increase, each step, beginning with the school year 2025-2026.
- D. Longevity Pay - Licensed Personnel meeting the following criteria shall receive longevity pay, starting at \$1,058 annually and increasing by \$212.00 annually thereafter, up to a maximum of \$3,178.00:
 - 1. serves in a full-time position,
 - 2. has 30 years of recognized service by CCS,
 - 3. has been employed for a least ten consecutive years in CCS in a full-time position, and
 - 4. is at the top of the pay scale.

ARTICLE 14
COMPENSATION FOR INCREASE IN CLASS SIZE

Licensed Personnel teaching over 150 students (middle and secondary school), and physical education and music teachers teaching over 200 students, per week will receive annual compensation in addition to the contract base salary as follows:

- A teacher teaching 150 - 175 students \$1,000
- A teacher teaching 176 - 200 students \$2,000
- A teacher teaching 201 - 225 students \$3,000
- A teacher teaching 226 - 250 students \$4,000
- A teacher teaching 251+ students \$5,000

ARTICLE 15
COMPENSATION FOR LOSS OF PLANNING TIME

- A. When Licensed Personnel are assigned an additional responsibility during planning time for any reason not already specified herein, they shall be paid \$21 for each assigned class or duty.
- B. Compensation for loss of planning time will be paid after receipt of signed documentation from the school principal in accordance with the payroll calendar.

ARTICLE 16
COMPENSATION FOR ADDITIONAL GRADING OR PLANNING FOR
LONGTERM SUBSTITUTES

Licensed Personnel who perform additional grading/planning for a long-term substitute will be compensated at their hourly rate (defined as the annual salary divided by annual contract hours) for one hour of each day in which they perform this task.

ARTICLE 17
COMPENSATION FOR NEW DIVISION-MANDATED COURSES

- A. For every division-mandated course introduced after the start of the 2025-26 school year, Licensed Personnel will be compensated with a stipend of \$300 upon successful completion of the course.
- B. In-person or synchronous classes/meetings shall be limited to four (4) or fewer per new division-mandated course.
- C. Course classes/meetings will not exceed 120 minutes.

ARTICLE 18
STIPENDS

The division will continue to provide the current leadership stipends, a 10-month obligation, as follows:

Grade-level K-6 Lead Teachers, Middle School Team Leads, or CHS Department Chairs:

- o Elementary: \$ 1,500
- o Upper Elementary/Middle: \$ 1,500
- o CHS \$4,000

ARTICLE 19
COACHING/CLUB SPONSORING

- A. The division shall issue a voluntary coach/club sponsor stipend letter for all positions listed on the Volunteer Stipends for Extracurricular Activities schedule. This stipend letter is in addition to Licensed Personnel's annual employment contract.
- B. The Volunteer Stipends for Extracurricular Activities schedule, with a listing of stipend positions and

the amounts to be paid for the performance of the supplemental duty, shall be part of this Agreement.

- C. Upon expiration of their voluntary coach/club sponsor stipend letter, coaches or club sponsors, which may include Licensed Personnel, with satisfactory performance under that voluntary coach/sponsor stipend will be offered a renewed voluntary coach/sponsor stipend.
 - o All stipends shall be effective for a period of not more than one (1) year and shall be up for renewal in a given year. The coach/club sponsor will be notified no later than 30 days after the conclusion of the sports/club season whether they will be renewed for the following year.
- D. Compensation for seasonal supplemental positions (not year-long) will be paid in bi-monthly installments on regularly scheduled payroll dates.
- E. The division shall consider prior relevant coach/sponsor experience accumulated outside the division in determining placement on the Volunteer Stipends for Extracurricular Activities schedule. Licensed Personnel who leave a given program in the Charlottesville City Schools and re-enter shall be given credit for prior experience.

ARTICLE 20 PARTICIPATION ON DIVISION COMMITTEES

Division committee meetings may be held outside of the workday. Participation in division committees is voluntary; therefore, Licensed Personnel who participate will not be compensated. Division committee meetings do not include program meetings.

ARTICLE 21 PREVAILING RIGHTS

All Board policies, rules, procedures, working conditions, practices and the manner of operation and administration of Charlottesville City Schools currently in effect on the effective date of this Agreement shall continue to apply to bargaining unit employees and be deemed a part of this Agreement unless and except as modified by the express terms of this Agreement.

ARTICLE 22 SAVINGS CLAUSE

If any Article, Section, or 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 Article, Section, or 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.

ARTICLE 23 DURATION & FINALITY OF AGREEMENT

This Agreement shall be implemented as provided by its terms subject to the requirements and limitations of applicable law, including the School Board CBR . This Agreement shall be effective beginning July 1, 2025 and shall remain effective through June 30, 2028. This Agreement shall remain in effect until superseded by a new agreement.

The Parties acknowledge that this Agreement represents the result of negotiations during which both Parties, subject to agreed ground rules, had the unlimited right and opportunity to make demands and proposals with respect to mandatory subjects of bargaining as specified by the School Board CBR for an initial collective bargaining agreement. This Agreement may not be modified, in whole or in part, except by an instrument in writing duly executed by the Parties.

ARTICLE 24 LABOR-MANAGEMENT DISPUTES

A. Application of Article

The process set forth in this Article shall apply to disputes alleging the misinterpretation or misapplication of this Agreement, negotiability of subject matters under the CBR.

B. Process Election for Employees

This process shall be the exclusive method for the resolution of labor-management disputes 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 of or Administrative Code, a bargaining unit employee who elects to file a grievance under the statute or state regulations may not file a dispute under this Agreement. An election by an employee to challenge action as a labor-management dispute entitles the Union to prosecute the matter in accordance with the provisions of this Article if it chooses to do so.

C. Labor-Management Disputes

Disputes over the interpretation or application of the terms of this Agreement must be addressed using the procedure outlined in this Article. The Parties understand and agree, however, that bargained wages or benefits and other subject matters set forth in the definition of “grievance” at Virginia Code Section 22.1-306 are not subject to resolution as labor-management disputes. However, misapplication of policies and procedures, including those pertaining to compensation and benefit eligibility, is subject to dispute under this Article.

D. Resolution Procedure

Labor-management disputes as defined in Paragraph A of this Article must be submitted in writing within twenty (20) working days of the occurrence of the underlying actions to either the Division

Director of Human Resources, if filed by the Union or a bargaining unit employee, or to the Union President if filed by the Division, and must include: (1) a statement of the disputed matter; (2) a citation to the Agreement term(s) alleged to be misinterpreted or misapplied, if that is the nature of the dispute; and (4) the remedy sought.

E. Step 1 (Union/Employee-Initiated Disputes): Chief Officer Review

The submitted written alleged infraction will be provided to the Chief Academic/Operations Officer for review. The Chief Officer must respond within ten (10) working days to schedule a Step 1 meeting to discuss and attempt to resolve the dispute. 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 Chief Officer shall provide the disputant and the Union with a written response to the alleged dispute. The response shall include a summary of the discussion and a decision.

In the sole discretion of the Chief Officer and with notice to the employee/Union, the dispute may be assigned by the Chief Officer for first step resolution by the building level principal/administrator who shall act within the timing and other procedural requirements set forth in this Subsection E.

F. Step 1 (Division-Initiated Disputes): Union President Review

A labor-management dispute initiated by the Division by submission to the Union President 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 disputed matter setting forth the Union position or proposed resolution, or schedule a meeting with the Superintendent/designee to attempt to resolve the dispute. If the Union President/designee elects to schedule a review meeting, they must submit a response to the dispute 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 Section J of this Article.

G. Step 2 (Union/Employee-Initiated Disputes): Human Resources Director Review

If the disputant is dissatisfied with the Step 1 response, they may appeal to the Director of Human Resources. Any such appeal shall be in writing and must be filed within 10 working days of issuance of the Step 1 response. The Director of Human Resources shall respond within 10 working days of receipt of the Step 2 dispute to schedule a review meeting. The meeting must occur within 20 working days of receipt of the Step 2 dispute. The disputant and a Union representative must attend the review meeting. Witness testimony may be taken at the review meeting as deemed necessary by the parties to the dispute.

The Director of Human Resources shall respond in writing to the appeal within 20 working days of the Step 2 review meeting. The parties to the dispute waive any procedural claims, arguments, remedies, defenses, or arbitrability issues if not asserted at Step 2.

H. Step 3 (Union/Employee-Initiated Disputes): Division Superintendent Review

If dissatisfied with the Human Resources Director's response, the disputant may submit an appeal to Step 3 of this procedure to the Superintendent or their designee within 10 working days of receipt of the Step 2 response. Such appeal must assert all issues and supporting arguments. The Human

Resources Director must provide a copy of the initial dispute and all subsequent appeals and responses, to the Superintendent/designee. The Superintendent/designee shall respond within 10 working days of receipt of the Step 3 appeal to schedule a review meeting. The meeting must occur within 20 working days of receipt of the Step 3 appeal. The disputant and a Union representative must attend. Fact witnesses may attend. The Superintendent/designee must respond in writing to the dispute within 20 working days of the Step 3 review meeting.

I. Mediation Option

By mutual agreement, the parties to a labor-management dispute may engage in mediation prior to the initiation of Step 4 proceedings (i.e., arbitration). Costs for mediation shall be shared equally between the parties.

J. Step 4: Arbitration

For labor-management disputes filed by the Union, the Superintendent's response may be appealed to Step 4, and for labor-management disputes filed by the Division the Union President's response may be appealed to this Step. The Union or the Superintendent shall notify the Human Resources Director of their intent to submit the dispute to arbitration and must do so within 30 working days of the date of issuance of the Superintendent's/designee's decision, or the Union President/designee's response/decision.

1. Selection of Arbitrator

Within seven working days of receiving notice of intent to arbitrate, the Human Resources Director must request a list of seven arbitrators from the Federal Mediation and Conciliation Service ("FMCS"). The parties to the dispute shall, within 15 working days of receiving the list, select an arbitrator. The parties will take turns striking names until one name remains. The first party to strike a name in the selection process will be determined by the flip of a coin.

2. 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 Article.

3. Scheduling of Hearings, Location

The parties to the dispute shall make every effort to schedule arbitration as expeditiously as possible. Whether the parties' positions are considered on briefs, via hearing, or both shall be in the discretion of the arbitrator. If the arbitrator determines that a hearing is necessary the hearing will be held at a mutually agreeable location within a CCS 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.

4. Arbitration Decisions

All arbitrator decisions are to be provided in writing to both parties to the dispute and shall be binding, provided the decision does not impair the exclusive, statutory right of the School Board to appropriate funds or determine the Division 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.

5. Arbitration Expenses

Each party to the dispute 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.

6. Exchange of Information

The parties to the dispute shall disclose to each other any exhibits they intend to introduce during the hearing at least 14 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 14 working days prior to the first hearing date or at such other time as the arbitrator may determine.

7. Official Time

The Division may adjust the regular work schedules of witnesses and Union representatives so that their regularly scheduled hours coincide with the arbitration hearing schedule. CCS employees shall be given administrative leave to testify or participate in any arbitration hearing.

8. Witnesses

The parties to the dispute are responsible for ensuring the attendance of their witnesses. Witnesses will be sequestered during any hearings.

9. Remedies

The parties to the dispute are obligated to mitigate any damages arising from the subject of the arbitration proceedings. Employees determined to be entitled to back pay shall present to the Division evidence of any earnings they received that will offset any back pay.

K. Timelines

After the initial filing of a labor-management dispute, failure of the disputant to comply with the procedural requirements of this procedure will result in dismissal of the labor-management dispute, provided the disputant 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 disputant, 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 dispute.

L. Finality of Settlements

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

M. Division-level and Class-based Disputes

If a labor-management dispute arises from the alleged action or inaction of the Division at a level above the building principal or Chief Academic/Operations Officer the disputant shall submit the dispute in writing directly to the Human Resources Director or their designee with processing of the dispute to begin at Step 3 with the Superintendent/designee.

N. Direct Arbitration

By mutual agreement of the Union and the Division Superintendent, a labor-management dispute may be submitted directly to arbitration by following the procedure set forth in Section J of this Article and subject to the limitations set forth in that Section.