

COLLECTIVE BARGAINING AGREEMENT BETWEEN

THE SCHOOL BOARD OF THE CITY OF RICHMOND

AND

THE RICHMOND EDUCATION ASSOCIATION

FOR SCHOOL SUPPORT PROFESSIONALS: SCHOOL-BASED OFFICE ASSOCIATES

SCHOOL YEARS 2024-2025, 2025-2026, AND 2026-2027



Contents

Preamble	1
Exclusive Recognition	1
Employees Covered by this Agreement	1
Staffing	1
Bilingual Employees	1
Summer School	2
Job Descriptions	2
Transfers	2
Staffing Levels	2
Remote Work	2
Student Enrollment Ratio	2
Compensation and Other Benefits	2
Salary Schedule Placement for Bilingual Employees	2
Stipends	2
Wages	2
Leave	3
Grievance Procedure	
Duration	4
Funding	
Work Stoppage	
Severability	4

I. Preamble

This Agreement is entered into between the School Board of the City of Richmond ("School Board") and the Richmond Education Association ("Union"). The School Board and the Union recognize that it is in the best interest of our students that Richmond Public Schools ("RPS") employees are fairly compensated and economically stable in order to create an abundant educational environment, and that employee working conditions are a student's learning conditions. The Board and the Union have been afforded the opportunity to put forth proposals and to bargain in good faith. Both parties agree this Agreement expresses the results of their negotiations.

II. Exclusive Recognition

In accordance with Section 40.1-57.2 of the Code of Virginia,1950, as amended, and the School Board Resolution For Collective Bargaining In Richmond City Public Schools ("Resolution"), included as Appendix A, the School Board recognizes the Union as the exclusive representative for the purpose of collective bargaining for School Support Professionals employed in the School-based Office Associates bargaining unit.

III. Employees Covered by this Agreement

This Agreement covers all School Support Professionals in School-based Office Associate positions, hereafter referred to collectively as "Employees". The following job titles are included in the School-based Office Associates unit: Administrative Office Associate, Office Associate I, Office Associate II, and Bilingual Office Associate.

IV. Staffing

A. Bilingual Employees

- 1. There shall be at least one Bilingual Office Associate in every school with 40% or more students identified as English Language Learners. For schools that meet this criterion but do not have a Bilingual Office Associate, the School Board shall make all reasonable efforts to hire a Bilingual Office Associate. If such positions cannot be filled within six weeks, a Bilingual Office Associate at a school with more than one Bilingual Office Associate may be transferred temporarily. If, due to student enrollment, a permanent transfer is necessary, RPS administration will first seek volunteers. If no Employees volunteer, the Bilingual Office Associate with the least amount of seniority at RPS will be transferred. Seniority is defined as a period of continuous full-time contracted employment as a School-based Office Associate, measured from the first day of the most recent term an Employee has a Notice of Appointment with RPS. An Employee who chooses to resign rather than involuntarily transfer shall lose all accrued seniority with RPS if they return to RPS employment, but only for the purposes of this transfer provision.
- 2. The job description for Bilingual Office Associates will mirror the corresponding job description for Office Associates, except that it will include a requirement of Spanish proficiency. Applicants will be screened for Spanish proficiency before an offer of employment is extended. Proficiency is defined as one's ability to use language in a spontaneous, unrehearsed context at a given time, which will be assessed by a native Spanish speaker who is a member of the Talent Office.

- 3. Bilingual Office Associates shall not be asked to interpret or translate in situations where, in the absence of a Bilingual Office Associate, a professional interpreter would have been utilized. Such situations include IEP meetings, parent-teacher conferences, and legal matters. Bilingual Office Associates may be asked to interpret during school assemblies to which parents and guardians are invited if parents or guardians need assistance with directions or completing school forms (for example, permission slips, photo packages, beginning of school student forms).
- **B.** Summer School. Twelve-month Employees are ineligible for summer school employment. All other Employees may apply for summer school positions and, if hired, shall be provided a supplemental summer school contract. Only Employees hired for summer school shall be responsible for summer school duties. Employees who work at a summer school host site but who are not on a supplemental summer school contract will not be assigned summer school duties. Information regarding the Employees responsible for summer school duties will be communicated to the appropriate building administrators.
- **C. Job Descriptions.** The School Board and the Union agree that the Employer rights and responsibilities provisions in Section 2.B of the Resolution encompass the updating of job descriptions. The Union will be provided an opportunity to review Employees' job descriptions and offer suggestions for updating. Updated job descriptions will reflect duties specific to the corresponding school worksite, i.e., elementary school, middle school, or high school.
- **D. Transfers.** If, due to student enrollment, Employee transfer is necessary, RPS administration will solicit volunteers. If no Employees volunteer, the Employee with the least amount of seniority at RPS will be transferred.
- **E. Staffing Levels.** All schools shall be staffed with at least two Employees who are Office Associates and/or Administrative Office Associates.
- **F.** Remote Work. During winter break; spring break; and when RPS closes in emergency situations, including, but not limited to inclement weather, power outages, 12-month Employees may work from home, provided they have supervisory approval and submit a written report of work completed to their supervisor upon return to the office. Requests to work from home shall not be unreasonably denied. The Talent Office will provide supervisors with a template for Employees' remote work written report.
- G. Student Enrollment Ratio. If enrollment in a program within a school (i.e., THRIVE, RCEEA, etc.) reaches 150 students, a second Office Associate position will be allocated to the school.

V. Compensation and Other Benefits

A. Salary Schedule Placement for Bilingual Employees. Bilingual Employees will be placed on the applicable salary schedule one grade higher than their non-bilingual counterparts.

B. Stipends

1. Employees who work in an RPS200 school shall receive a \$5,000 stipend each year of the extended school calendar.

2. In circumstances of vacancy or Employee absence of more than five business days, Employees who perform extra duties shall be paid a stipend of 10% of their base pay. Such stipend will be paid until the vacancy is filled or the absent Employee returns to work.

C. Wages

- 1. Beginning in the 2024-2025 school year, the salary schedule will be decompressed as follows. For all Employees who have not yet realized decompression, relevant work experience will be calculated and Employees will be placed on the appropriate step on the new scale. The Talent Office will review Employees' work experience and will confer with the Union on developing a list of relevant experience. The decompressed salary schedule will start at Step 0, which shall be equivalent to Step 1 on the applicable 2023-2024 salary schedule. The remaining steps on the decompressed salary schedule will incorporate a step increase each year of no less than 1.17%.
- 2. Employees will receive a step increase at the end of each year of service.
- 3. Over the course of the 2024-2025, 2025-2026, and 2026-2027 school years, Employee salaries will be increased 25%.
 - i. In the 2024-2025 school year, Employees in the position Office Associate II, Office Associate III, Bilingual Office Associate II, Bilingual Office Associate III, and Administrative Office Associate shall receive a raise of no less than 8%. Employees in the position Office Associate I and Bilingual Office Associate I will receive a 22% raise.
 - ii. In the 2025-2026 school year, Employees in the position Office Associate II, Office Associate III, Bilingual Office Associate II, Bilingual Office Associate III, and Administrative Office Associate shall receive a raise of no less than 9%.
 - iii. In the 2026-2027 school year, Employees in the position Office Associate II, Office Associate III, Bilingual Office Associate II, Bilingual Office Associate III, and Administrative Office Associate shall receive a raise of no less than 8%.
 - iv. Over the course of school years 2025-2026 and 2026-2027, Employees in the position Office Associate I and Bilingual Office Associate I will receive a 3% raise.

D. Leave

1. At the beginning of each school year, or upon beginning employment with RPS, twelve-month Employees shall be advanced two vacation days and one sick day per contract year. Employees at RPS200 schools shall also receive twelve hours of paid leave for use exclusively during winter or spring break; all other twelve-month Employees shall receive eight hours of paid leave for use exclusively during winter or spring break. Paid leave not used during winter or spring break will be converted to sick leave.

2. Employees shall receive three days of recognition leave for use exclusively during summer break.

VI. Grievance Procedure

A grievance is a complaint, dispute or controversy in which it is claimed that either party has failed in an obligation under this Agreement and/or which involves the meaning, interpretation or application of this Agreement. Grievances made pursuant to this Agreement shall be filed with the division superintendent within thirty (30) business days of the event or when the grievant knew or reasonably should have known of its occurrence. The grievance should include (i) the date of the event(s); (ii) a description of the event, (iii) the nature of the violation; and (iv) a statement of the relief requested. Grievances shall be resolved in accordance with the dispute resolution process in Section 7 of the Resolution.

VII. Duration

This Agreement shall become effective upon approval by the School Board and ratification by the Union and shall commence July 1, 2024 and continue in effect through June 30, 2027. Pursuant to Section 6 (B)(1) of the Resolution, negotiations for a successor agreement shall commence at least ninety (90) business days prior to the expiration of this Agreement. If bargaining or an impasse continues beyond the expiration date of an existing collective bargaining agreement, the agreement shall remain in effect until bargaining or the impasse is resolved and a new agreement is signed by both parties.

VIII. Funding

The compensation and other benefits in this Agreement are subject to sufficient appropriation and funding to the School Board by state and local funding authorities. If the School Board fails to secure sufficient funds to implement said terms, either the School Board or the Union may reopen negotiations of said terms.

IX. Work Stoppage

The Union, on behalf of the Employees, shall not encourage or participate in any strike or encourage Employees to willfully refuse to perform the duties of their employment in concert with two (2) or more other Employees. Any Employee violating this section shall be deemed to have terminated their employment and shall be ineligible for employment with the school division for a twelve (12)-month period pursuant to Section 40.1-55 of the Code of Virginia, 1950, as amended. To the extent permitted by law, the School Board agrees that no lockout, which is defined as the refusal of the of the school division to allow Employees to come to work until they accept contract terms, will take place.

X. Severability

If any provision or any part of any provision of this Agreement shall for any reason be held illegal or unenforceable in any respect, such illegality or unenforceability shall not affect any other provision of this Agreement, and this Agreement shall be construed as if such illegal or unenforceable provision, or part thereof, had never been contained herein, but only to the extent of its illegality or unenforceability. If any change to local, state, or federal law overrides a provision of this Agreement, the School Board and the Union will reopen negotiations of that provision.

School Board of the City of Richmond

Exclusive Representative

Chairperson

Champerson

Date: 9/6/24

Nerilis Suarez
Richmond Education Association, President

Date: 6/12/2024

Date of School Board Approval of Agreement:

July 1, 2024

5