

CONTENTS FOR COLLECTIVE BARGAINING RESOLUTION FOR CHARLOTTESVILLE CITY PUBLIC SCHOOLS

Recitals (Policy Statements)

Section 1: Definitions

Section 2: Rights and Responsibilities

Section 3: Exclusive Representative

Section 4: Certification and Decertification of Exclusive Representative

A. Certification by Election

B. Decertification of an Exclusive Representative

Section 5: Rights of Exclusive Bargaining Representatives

A. Dues Deduction

B. Employee Contact Information

C. Access

Section 6: Collective Bargaining Duties, Impasse, and Related Procedures

A. Bargaining Unit Information

B. Bargaining and Impasse

Section 7: Prohibited Conduct And Resolution Procedures

Section 8: Strikes and Other Job Actions

Section 9. Time Limits

Section 10. Notices

Section 11. Review of Resolution

Section 12. Severability

School Board Resolution For Collective Bargaining In Charlottesville City Public Schools

WHEREAS, the Virginia Constitution vests authority to supervise schools in local School Boards; and

WHEREAS, the 2020 General Assembly amended Virginia Code § 40.1-57.2 to repeal the prohibition against collective bargaining for school board employees beginning May 1, 2021; and

WHEREAS, the legislation grants school boards the authority to recognize any organized employee association or labor union to exclusively represent school employees, to certify/decertify freely chosen Exclusive Representatives, and to collectively bargain and enter into collective bargaining agreements with such exclusive representative; and

WHEREAS, the Charlottesville City School Board believes cooperative relations with its employees protects the public interest, advances the mission of the School Board, assures orderly school operations, improves the work environment for employees, and enhances the quality of education for students; and

WHEREAS, the Board has determined that enabling Collective Bargaining by employees under the terms of this Resolution will serve its interest in promoting orderly and constructive relationships between the Board and its employees subject, however, to the supreme responsibility of the Board to provide the best free and fair public education to students within its legal responsibility to do so; and

WHEREAS, the purpose of this Resolution is to establish rights, responsibilities, and procedures for a system of collective bargaining in good faith.

NOW, THEREFORE, BE IT RESOLVED by the Charlottesville City School Board that it hereby enables Collective Bargaining by Board employees, as defined herein for these purposes, under the following provisions and conditions; and

SECTION 1. DEFINITIONS. The terms in this Resolution have the meanings defined below unless stated otherwise.

A. “Administrative Employee” means principals, assistant principals, heads of school, chief officers, 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 have authority to hire, suspend, layoff, recall, or discharge other employees or who have authority to effectively recommend such actions to the Superintendent and/or the Board.

B. “Bargaining Unit” means a group of employees with common or substantially similar employment duties, license requirements, training requirements and/or interests such that it is an appropriate group to be represented by an Exclusive Representative for the purpose of collective bargaining (as defined herein) and who demonstrate sufficient interest to trigger an election for an Exclusive Representative. Nothing in this section shall be interpreted to imply that more than one unit must seek certification at the same time. The Board shall recognize only the following bargaining units:

1. Licensed Personnel – non-administrative employees whose school employment requires a license from the Virginia Board of Education or Virginia Board of Health. This includes, but is not limited to, all teachers, school counselors, instructional specialists, librarians, instructional technology resource teachers (“ITRTs”), school psychologists, social workers, speech pathologists, nurses and department chairs.
2. School Support Professionals – all employees except Administrative Personnel and Licensed Personnel as those terms are defined herein.

C. “Benefits” means for the purpose of this Resolution, leave (paid and unpaid, vacation and holidays) and insurance (including employee contributions and levels of coverage), and retirement eligibility to the extent permitted by applicable law).

D. “Collective bargaining” means to perform the mutual obligation by representatives of the School Board and the Exclusive Representatives of employees in a Bargaining Unit, as defined herein, to meet at reasonable times to negotiate in good faith. The topics that may be negotiated and/or bargained include the following: wages, hours and scheduling, benefits, health and safety rules, work conduct rules, evaluation procedures, discipline procedures, and other terms and conditions of employment with the intention of reaching and executing a written agreement. for a term of up to three (3) years duration. This definition does not include negotiation of subjects that are prohibited or preempted by federal or state law.

- E. “Confidential Employee” means any employee who, as part of their job duties, has access to confidential information subject to use by the Employer in collective bargaining or who acts in a confidential capacity on labor relations matters to persons who formulate, determine, and effectuate management policies in the field of labor relations for the School Board, including for a School Board member, the Superintendent, or Assistant/Deputy Superintendents, School Board Counsel, department heads or assistant/deputy department heads.
- F. “Employee” means an employee of the Charlottesville City School Board who is not an Administrative Employee, Managerial Employee, Supervisory Employee, or Confidential Employee, all as defined herein, regardless of the employee’s contract status. Employee includes all those in the title “lead teacher” or “department chair”.
- G. “Employee Association” means any union or organization of public employees that exists for the purpose, in whole or in part, of representing employees in collective bargaining and related grievances and labor disputes.
- H. “Employer” means the Charlottesville City School Board (“the Board/School Board”) and/or the School Board acting through the Superintendent of Schools (Charlottesville City Schools) or the Superintendent’s designee.
- I. “Exclusive Representative” means the sole employee association certified by the School Board pursuant to procedures set forth in this Resolution to represent an employee bargaining unit identified in this Resolution in the collective bargaining process.
- J. “Impasse” means the failure of the Employer and Exclusive Representative to reach agreement in the course of negotiations or to resolve questions arising under the agreement.
- K. “Labor-management dispute” means a difference of position as between the Board, acting through the Superintendent, and an Exclusive Representative concerning administration or interpretation of a collective bargaining agreement between them; action challenged as a prohibited practice under Section 7; negotiability of subject matters under this Resolution; and questions of eligibility of disputes for resolution by mediation.
- L. “Managerial Employee” means any employee or appointee involved directly in the determination of labor relations or personnel policy or who is responsible for directing the implementation of labor relations or personnel policy at an executive level.
- M. “Mediation” means assistance by an impartial third party chosen in accordance with procedures set forth in this Resolution to resolve an impasse between the Board, acting through the Superintendent/designee, and an Exclusive Representative arising in the course of the collective bargaining process, or a labor-management dispute between parties through nonbinding interpretation, suggestion, recommendation, and/or advice.

N. "Panel" means a group of three people consisting of one representative for the employer, one representative for the employee association who is certified or seeking certification as an Exclusive Representative, and a neutral third party, who may be an arbitrator, selected by both parties.

O. "Supervisor" means all personnel who devote a majority of work time to the supervision of two or more employees and have authority to hire, transfer, suspend, layoff, recall, promote, demote, discharge, reward or discipline other employees, or adjust grievances, or the authority to effectively recommend such actions to the Superintendent or Board.

SECTION 2. RIGHTS AND RESPONSIBILITIES.

A. Employees shall have the right to:

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

B. The Employer:

No provision of this Resolution or any procedures adopted pursuant to this Resolution 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 Board retains all rights, including but not limited to, the rights to:

1. Determine the nature and scope of the work to be performed by Charlottesville City Schools employees, including the number of employees hired to perform such work;
2. Establish a budget and appropriate or authorize expenditure of funds;

3. Hire, promote, transfer, assign, retain, classify and schedule all employees and undertake disciplinary action with respect to its employees;
4. 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
5. Undertake any actions reasonable and necessary to carry out the mission of the School Board.

SECTION 3. EXCLUSIVE REPRESENTATIVE.

A. The employee association certified by the School Board as the Exclusive Representative for a bargaining unit pursuant to Section 4 of this Resolution shall have the right to act for, represent, bargain, and negotiate agreements covering all employees in that unit and shall be responsible for representing the interests of all such employees in collective bargaining without discrimination against any unit employee, and without regard to membership in the employee association. The School Board shall not bargain with any other representative or employee association for a bargaining unit in which an Exclusive Representative has been certified.

B. Notwithstanding any other provision in this Section, an employee may present a personal complaint or grievance at any time pursuant to School Board policy without the intervention of an Exclusive Representative, provided that the Exclusive Representative (if there is one) is afforded an effective opportunity to be present and to offer its view at any meetings or hearings held to resolve the grievance and that any resolution made shall not be inconsistent with the terms of any applicable collective bargaining agreement. Employees who utilize this avenue of presenting personal complaints and grievances to the Employer shall not do so under the name of any employee association.

C. An Exclusive Representative shall have the right to intervene and be afforded an effective opportunity to be present, offer its view, and fully participate at any meetings or in any hearings concerning any grievance, challenge, dispute, hearing, or legal action relating to the terms, applicability, validity, interpretation, or enforceability of any collective bargaining agreement. The Employer may, but is not required to, notify the Exclusive Representative of any grievances filed.

SECTION 4. CERTIFICATION AND DECERTIFICATION OF EXCLUSIVE REPRESENTATIVE.

A. Certification By Election. The School Board shall certify an employee association as the Exclusive Representative for an employee bargaining unit within 10 days after receiving confirmation that an employee association was selected by a majority of the employees in a bargaining unit who voted in a secret ballot election. The procedures for an election shall be as follows:

1. An employee association seeking certification as the Exclusive Representative for a bargaining unit(s) shall file a request for election with the Clerk of the School Board and deliver a copy to the Superintendent. The request shall include (1) the employee association's name and address, (2) a description of the bargaining unit(s) it seeks to represent, (3) a statement certifying that a majority (50% + 1) of the employees in the bargaining unit(s) wish to be represented by the employee association as evidenced by any of the following: membership cards, dues payment roster, a petition, authorization forms, or other evidence of an employee's desire to be represented by the requesting employee association for the purposes of collective bargaining, and (4) the proposed date, time, place or method for a secret ballot election.
2. The Superintendent/designee may seek verification of ~~verify~~ whether a majority of the employees in the bargaining unit that is the subject of the request for election wish to be represented by the requesting employee association. The Superintendent ~~may, but is not required to, shall~~ contract with a neutral third party for such verification purposes. Any neutral third party retained for this purpose shall be deemed the parties' Labor Relations Administrator (LRA) for these purposes and shall provide verifying information regarding only the number of employees constituting a majority of employees in the bargaining unit.
3. Within five business days of receipt of the request for certification or verification of the majority required to trigger an election, the Superintendent or LRA, if retained, shall notify all employees in the bargaining unit(s) of receipt of the request by electronic mail and of the date, time, place or method for the election. A notice of the same shall also be posted in a common area at each worksite of the employees in the bargaining unit(s). Public notice of the receipt of the request and notice of the election shall also be made in the manner for providing notice of Board meetings and, if feasible, in the agenda for the School Board meeting immediately before the election.
4. All Notices provided pursuant to Section 4(A)(3) shall include a statement that other employee associations have an opportunity to intervene to be included on the election ballot by filing a request with the Clerk of the School Board within seven days from the date of the Notice. The request to intervene shall include (1) the employee association's name and address, (2) a description of the bargaining unit(s) it seeks to represent, (3) a statement certifying that a majority of the employees in the bargaining unit(s) wish to be represented by the employee association, and (4) that it wishes to be included on the secret ballot. The Superintendent or the employee association that filed the original

- request for certification may invoke the process in Section 4(A)(2) to verify whether 30 percent of the employees in a bargaining unit wish to be represented by the intervening employee association. If an employee association successfully intervenes, a new Notice shall be provided to employees and the public pursuant to Section 4(A)(3).
5. The Board shall authorize the Superintendent to convene a panel or contract with a neutral third party (Contract Labor Relations Administrator or "LRA") agreed to by the Superintendent and the employee association(s) seeking election to establish election procedures and methodology, oversee the election process, report on results, investigate any objections, and hold hearings on election challenges, if necessary. The election shall be held within 45 days after a request for certification has been filed.
 6. The election shall be in person and by secret ballot. Should an in-person election be impractical, the LRA may establish alternative election procedures. The costs of the election and LRA services in support of the election shall be shared by the parties.
 7. The ballot for the election shall contain the name of the employee association requesting certification, any intervening employee association that meets the above requirements, and a choice of "no representation".
 8. The School Board and each employee association on the ballot may have a reasonable number of election observers to witness an in-person election and to witness the opening, processing, and/or counting of mail or electronic ballots. Observers may challenge the eligibility of any person seeking to cast a vote. Challenged individuals may cast a ballot that is immediately impounded for future verification, if necessary. Once the election ends and the unchallenged ballots are tallied, the challenged ballots will be destroyed if they are not sufficient to potentially impact the election. If the number of challenged ballots could impact the election outcome, the panel or LRA will determine whether the person casting the ballot was eligible to vote and, if found eligible, will open the challenged ballot.
 9. Immediately after the polls are closed or the date for receiving mail-in or electronic ballots has passed, the LRA will count the ballots in the presence of the election observers and issue a Tally of Ballots revealing the number of ballots cast for each choice.
 10. If none of the choices on the ballot receives the vote of a majority of the employees voting, a run-off election among the two choices receiving the greatest number of votes will be held within 30 days. Notice of the run-off election shall be provided pursuant to Section 4(A)(3).
 11. Any party to the election may file written objections within three business days after the date of the Tally of Ballots. The objections should be specific in nature

and detail the facts that call into question the validity of the election. The panel or LRA shall investigate those allegations and if it finds that a dispute exists that calls into question the validity of the election, hold a hearing promptly. If not, the panel or LRA will dismiss the objection(s) and certify the election results to the School Board. If the panel or LRA finds that the election did not substantially conform to this Resolution, it shall order a new election. The panel or LRA shall complete this process within 30 days from the date of the Tally of Ballots.

12. Upon completion of an election in which the majority choice of the bargaining unit employees voting is determined, the School Board shall certify the results naming the Exclusive Representative for the bargaining unit(s). The Superintendent shall give reasonable notice to all employee associations listed on the ballot and the employees in the bargaining unit(s) identifying the Exclusive Representative which has been certified.
13. An Employee association that is not successful in an election must wait ninety (90) calendar days before submitting a new petition for certification to the School Board.
14. An Employee association elected and certified as the Exclusive Representative of a bargaining unit(s) shall remain in that position until decertified pursuant to Section 4(B) of this Resolution.

B. Decertification of an Exclusive Representative. Decertification of an Exclusive Representative for a bargaining unit(s) shall not be considered by the School Board for at least one year from the date of the Certification of an Exclusive Representative or during the duration of a collective bargaining agreement not to exceed three years, whichever is later.

1. A request for decertification of an Exclusive Representative for a bargaining unit(s) shall not be considered during the duration of a collective bargaining agreement unless the request is filed not more than 210 days and not less than 180 days before the expiration of a collective bargaining agreement.
2. A party seeking decertification of a current Exclusive Representative shall file a request for a decertification election with the Clerk of the School Board and deliver a copy to the Exclusive Representative. The request shall include (1) the employee association's name and address, (2) the name and address of the Exclusive Representative it seeks to decertify, (3) a description of the bargaining unit(s) currently represented, (4) a statement certifying that at least 30 percent of the employees in the bargaining unit(s) no longer wish to be represented by the current Exclusive Representative, and (5) the date, time, place or method for a secret ballot election.

3. The School Board or the Exclusive Representative may invoke the process in Section 4(A)(2) to verify whether the stated 30 percent of the employees in a bargaining unit support decertification.
4. The decertification process shall follow the same procedures as set forth in Section 4(A)(3)-(13).

SECTION 5. RIGHTS OF EXCLUSIVE BARGAINING REPRESENTATIVE(S).

A. Dues Deduction: An employee association certified by election as the Exclusive Representative of a bargaining unit shall have the right to be the only employee association eligible to receive from Charlottesville City Schools amounts authorized by bargaining unit employees to be deducted from their pay for regular and periodic dues to the Exclusive Representative. The Employer shall honor the terms of bargaining unit employee authorizations for payroll deductions in any form reasonably establishing the intent of the employee, including those that satisfy the Uniform Electronic Transactions Act (Va. Code § 59.1-479, et seq.), including without limitation electronic authorizations and voice authorizations. An employee's payroll deduction shall remain in effect until the employee revokes the authorization pursuant to the terms of the authorizing document. Unless an employee requests a cancellation or changes an authorization for payroll deductions, they shall be directed to the Exclusive Representative and not to the Employer. The Exclusive Representative shall be responsible for processing these requests in accordance with the terms of the authorization. Nothing shall prohibit any employee association, including an Exclusive Representative, from collecting dues directly from employees.

B. Employee Contact Information: The Employer shall provide to the Exclusive Representative(s) on or about the first day of every month, unless otherwise agreed by the Exclusive Representative, in an electronic, editable format the following information for all employees in bargaining unit(s): names, job titles, worksite locations, hire dates, work telephone numbers, work mobile phone numbers, and work email addresses. The Employer shall also provide that information for any new employee of the bargaining unit within ten working days after the employee is hired. The Employer shall provide personal contact information in its possession only with prior notice to and consent of bargaining unit employees.

C. Access: The Employer shall provide the Exclusive Representative(s) reasonable access to the employees that they represent. Such access shall include:

1. The right to meet with bargaining unit employees in appropriate (non-secure) school division areas during the workday when employees are on break or other non-duty status (e.g., before and after duty time) to discuss and investigate grievances and other workplace issues;

2. The right to conduct group worksite meetings during meal periods and other breaks, as well as before and after the workday;
3. The right to address newly hired employees on paid time for no less than 30 minutes during new employee orientations, within 30 days of hire, or at individual or group meetings of new employees if no orientation is conducted. The employer must give the Exclusive Representative at least 10 days' written notice of any new employee orientation, except shorter notice may be provided where there is an urgent need critical to the Employer's operations that was not reasonably foreseeable by the Employer. The structure and manner of such access to new employee orientations shall be determined through mutual agreement.
4. The right to reasonable communications with employees through the School Board's electronic mail system, with the understanding that there is no expectation of privacy of communications transmitted via that system.

SECTION 6. COLLECTIVE BARGAINING DUTIES, IMPASSE, AND RELATED PROCEDURES.

A. Bargaining Unit Information: Not later than 30 days following a written request from an Exclusive Representative, the Employer shall provide the Exclusive Representative with information reasonably related to matters subject to negotiation under this Resolution, or to the administration of an existing collective bargaining agreement.

B. Bargaining and Impasse: The parties shall conduct themselves in good faith at every stage of the collective bargaining, mediation, and impasse processes.

1. Collective bargaining shall commence in the case of a newly certified Exclusive Representative, within 60 days after certification upon the written request of the Exclusive Representative. Where there is a currently effective collective bargaining agreement, bargaining shall commence at least 90 days before the expiration of the current collective bargaining agreement upon the written request of the Exclusive Representative. Employees who serve as bargaining representatives for negotiations or as witnesses during any bargaining impasse proceedings shall be entitled to release time from their employment duties. The parties will schedule contract negotiations at times and places that will not interfere with school operations.
2. Within the first nine (9) days of the period of collective bargaining contract negotiations following the certification of an Exclusive Representative, each party may select for negotiation up to two (2) topics within the definition of collective bargaining set forth in Section 1(D) for a total of up to four (4) topics. The resulting initial collective bargaining agreement shall address only those topics and shall be limited to a three-year term. Thereafter, the Employer and the Exclusive Representative may negotiate collective bargaining agreements

up to three years duration and may bargain over any terms and conditions of employment, except those matters excluded from bargaining under Section 1(D).

3. At the commencement of any bargaining period the Employer and Exclusive Representative may select, by agreement, a neutral facilitator or mediator with a preference for selection from the Federal Mediation Conciliation Service ("FMCS") to facilitate the bargaining process. The cost of any such neutral selected shall be shared equally between the parties.
4. Bargaining representatives shall meet at reasonable times, including meetings in advance of the Superintendent's budget making process, to negotiate in good faith with respect to matters listed in the definition of Collective Bargaining set forth in Section 1(D) of this Resolution, as limited by Section 6(B)2.
5. If no agreement is reached by 30 days before an existing collective bargaining agreement expires, or in the case of a newly certified Exclusive Representative, within 90 days after negotiations begin, the Employer or Exclusive Representative may declare an impasse and request the services of the Neutral agreed upon by the parties at the commencement of bargaining. An impasse will be resolved as follows:
 - (a) The parties must participate in at least four mediation sessions, which must take place within 21 days of the date impasse is declared.
 - (b) The costs of the mediation shall be shared equally by the parties.
 - (c) If no agreement is reached at the end of the above mediation process, the parties will observe a mandatory cooling off period not to exceed fifteen business days. During this period, the parties will not engage in contract discussions.
 - (d) Following the mandatory cooling off period, the parties may elect to participate in other non-binding dispute resolution procedures by mutual agreement. Any such procedures must conclude within ten business days.
 - (e) If the parties do not elect to pursue alternative dispute resolution procedures at the end of the cooling off period or no agreement is reached at the end of any such alternative procedures, either party can request a hearing by a Panel. The hearing must be held within 30 days. At such hearing, both parties shall be entitled to a representative who may be an attorney. A representative may present a summary of the case, examine witnesses, cross-examine witnesses, and introduce other evidence to support their positions

without violating Virginia Code Section 54.1-3904. A written decision must be issued by the Panel within 30 days of the hearing. The parties shall share equally costs and expenses of the Panel.

6. If an impasse continues beyond the expiration date of an existing collective bargaining agreement, the agreement shall remain in effect until the impasse is resolved and a new agreement is signed by both parties.
7. Nothing in this section shall prohibit or impede the Employer and Exclusive Representative from continuing to bargain in good faith or from voluntarily reaching an agreement during an impasse, except observance of the cooling off period provided in subsection 5(c).
8. The Employer and Exclusive Representative must reduce an agreement to writing when it is reached, and that agreement shall incorporate any decision of a Panel if one has been issued. An agreement is enforceable and effective as a collective bargaining agreement when approved by the School Board and executed by the Exclusive Representative and the School Board or the Superintendent as the Board's designee.
9. A collective bargaining agreement is subject to sufficient appropriation and funding by the Charlottesville City Council. If the Charlottesville City Council fails to appropriate sufficient funds to implement the agreement, either party may reopen negotiations.
10. The terms and conditions of an existing agreement shall remain in full force and effect until superseded by a new collective bargain agreement.

SECTION 7. PROHIBITED CONDUCT AND RESOLUTION PROCEDURES.

- A. The Employer and its agents shall not:
 1. Interfere with, restrain, or coerce employees in the exercise of rights granted by this Resolution.
 2. Dominate or interfere in the administration of any employee association.
 3. Encourage or discourage membership in any employee association, committee, or labor organization including by discrimination on the basis of such membership in hiring, tenure, discipline, or other terms or conditions of employment.
 4. Discharge, retaliate, or discriminate against any employee because they have formed, joined, supported, assisted, or chosen to be represented by any employee association.

5. Discharge, retaliate, or discriminate against any employee because they have participated in collective bargaining, testified in a hearing, or filed a statement, petition, complaint, or grievance under this Resolution.
6. Refuse to bargain in good faith with an Exclusive Representative.
7. Refuse to participate in good faith in any impasse or dispute resolution procedures set forth in or authorized by this Resolution.
8. Oppose the appropriation of funds, support policies, or otherwise act in a manner that would impair or interfere with the implementation of any collective bargaining agreement approved by the School Board.

B. The Exclusive Representative and its agents shall not:

1. Interfere with, restrain, or coerce an employee with respect to rights granted in this Resolution or with respect to certifying or decertifying an Exclusive Representative.
2. Refuse to bargain in good faith with the Employer.
3. Refuse to participate in good faith in any impasse or dispute resolution procedures set forth in or authorized by this Resolution.
4. Fail to represent any employee in the bargaining unit fairly and without discrimination on the basis of non-membership or other legally protected status.
5. Engage in conduct plainly in direct conflict with any applicable collective bargaining agreement or this Resolution.

C. Prohibited Conduct Charge procedure:

1. Proceedings against a party alleging a violation of this Section 7 shall be commenced by filing a charge which shall be submitted in the case of an allegation of an Employer violation to the Superintendent, and in the case of an allegation of employee association misconduct to the president of the association. Such a charge shall be filed within 90 days of the alleged violation, or within thirty (30) days of when the party knew or reasonably should have known of the violation, but in no event later than 120 days. The accused party shall have ten (10) business days within which to file a written answer to the charge. A Neutral jointly selected by the parties may conduct a preliminary investigation of the alleged violation, and if the Neutral determines that the charge has no legal or factual basis, may dismiss the charge. If the charge is not dismissed, the Neutral shall promptly thereafter set a time and place for a hearing. The parties shall be permitted to be represented by counsel or other designated representative, present a summary of the case and witnesses, cross-examine witnesses, and introduce evidence without violating Virginia Code Section 54.1-3904. The parties may

- request the Neutral to subpoena witnesses and records on the requester's behalf to the extent permitted by applicable law. Compliance with the technical rules of pleading and evidence shall not be required.
2. The Neutral conducting the hearing shall follow procedures adopted by the Neutral agency through which the Neutral's services are obtained.
 3. At the cost of the Parties, shared equally, the Neutral shall provide for the recording of the proceedings. Any official written transcript report of the proceedings shall be borne by the requesting party(ies).
 4. The Neutral shall submit to the Parties its findings of fact and conclusions within 30 days of the conclusion of the hearing. If the Neutral finds that the party accused has violated any provision of this Section, the Neutral may issue an order directing the party to cease and desist engaging in the violation and may order such other reasonable affirmative relief as is necessary to remedy the violation and deter future violation, provided that no such decision shall impair or dictate the budgeting and spending authority of the School Board.

SECTION 8. STRIKES AND OTHER JOB ACTIONS.

Pursuant to Virginia Code Section 40.1-55, any Employee of the Board who, in concert with two or more other such Employees, strikes or willfully refuses to perform the duties of their employment in order to influence wages, benefits, or other terms and conditions of employment shall be deemed by that action to have terminated their employment and shall be ineligible for employment by the Board in any position or capacity during the next twelve (12) months. The Board shall not engage in an employee lockout.

SECTION 9. TIME LIMITS.

Any time limits set forth in this Resolution may be extended by written agreement of the Board or, as applicable, the Superintendent, the employee association, and any other appropriate parties.

SECTION 10. NOTICES. Any notice required under the provisions of this Article shall be in writing and sufficient if transmitted by hand delivery, certified mail return receipt requested, or by electronic mail provided that the recipient acknowledges or provides a return receipt for any electronic mail notice. Refusal of hand delivery or certified mail to the last known address of the party shall be considered valid service. Prescribed time periods shall commence from the date of the receipt of the notice.

SECTION 11. REVIEW OF RESOLUTION. The School Board shall conduct a review of this Resolution and its effectiveness in achieving the goals set forth in the Recitals of this Resolution which shall be completed no later than 60 days before the expiration of any

initial collective bargaining agreement(s) and take action regarding its continued effect as adopted or as it may be amended.

SECTION 12. SEVERABILITY. If any provision or any part of any provision of this Resolution shall for any reason be held invalid, illegal or unenforceable in any respect, such invalidity, illegality, or unenforceability shall not affect any other provision of this Resolution, and this Resolution shall be construed as if such invalid, illegal, or unenforceable provision or part thereof had never been contained herein, but only to the extent of its invalidity, illegality, or unenforceability.