

**RESOLUTION PROVIDING FOR COLLECTIVE BARGAINING
IN NEWPORT NEWS PUBLIC SCHOOLS**

WHEREAS, the Virginia Constitution vests authority to supervise school divisions in local school boards; and

WHEREAS, the 2020 General Assembly amended Virginia Code § 40.1-57.2 to repeal the prohibition on 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 board employees, to certify/decertify freely chosen exclusive representatives, and to collectively bargain and enter into collective bargaining agreements with an exclusive representative; and

WHEREAS, collective bargaining on matters relating to wages, hours, benefits, safety, and other terms and conditions of employment promotes cooperation between the School Board, its administrators, and its employees; and

WHEREAS, the School Board for Newport News Public Schools believes a cooperative relationship with its employees protects the public interest, advances the mission of the School Board, assures orderly school division operations, improves the work environment for employees, and enhances the quality of education for students; 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 that the School Board hereby recognizes the right of its employees to freely organize, form, join, assist, or participate in employee associations; to collectively bargain with respect to matters relating to wages, hours, benefits, safety, and other terms and conditions of employment; and to engage in other concerted activities for mutual aid and protection; and

BE IT FURTHER RESOLVED that the School Board hereby recognizes the right of its employees to freely select, should they choose to do so, an exclusive representative for the purposes of collective bargaining and entering into written agreements with respect to matters relating to them or their employment or services; and

BE IT FURTHER RESOLVED that the framework for effective, orderly, good faith collective bargaining is as follows:

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

A. “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 have authority to hire, transfer, suspend, layoff, recall, promote, discharge, assign, reward, or discipline other employees; or responsibility to direct them or to adjust their grievances; or effectively recommend such actions, if the exercise of this authority is not merely of a routine or clerical nature, but requires the exercise of independent judgment.

B. “Bargaining Unit” means a group of Employees with common employment duties, license requirements, and/or interests who desire an Exclusive Representative for the purpose of Collective Bargaining 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 Bargaining Unit must seek a certification election at the same time. There shall be two Bargaining Units of Newport News Public Schools Employees, as follows:

1. Licensed Personnel, as defined herein.
2. Education Support Professionals, as defined herein.

C. “Collective Bargaining” means to perform the mutual obligation, by representatives of the School Board and an Exclusive Representative, to meet at reasonable times and negotiate in good faith with respect to wages, hours and scheduling, retirement, benefits, health and safety, work rules, evaluations, discipline procedures, quality of life issues, and other terms and conditions of employment; and to negotiate a Collective Bargaining Agreement, or to resolve questions arising under an Agreement. This definition does not include negotiation of subjects that are prohibited by federal or state law.

D. “Collective Bargaining Agreement” means a contract between the Employer and an Exclusive Representative resulting from Collective Bargaining, as defined herein. A Collective Bargaining Agreement shall be subject to annual appropriation of funds to the School Board by the Newport News City Council.

E. “Confidential Employee” means any Employee who, as part of their job duties, assists and/or acts in a confidential capacity in formulating, determining, or effectuating School Board policies in the field of labor relations or school division personnel management.

F. “Education Support Professional” means all Employees who are not Administrative Personnel, Confidential Employees, or Licensed Personnel.

G. “Employee” means full-time and part-time employees of the School Board who are not Confidential Employees or Administrative Personnel, and includes employees who are probationary, hourly, and permanent substitutes as well as those School Board employees assigned to charter schools, regardless of contract status.

H. “Employee Association” means any union or organization of public employees that exists for the purpose, in whole or in part, of dealing with public employers concerning collective bargaining, grievances, labor disputes, wages, hours, benefits, safety, or any other matter relating to terms and conditions of employment.

- I. “Employer” means the School Board for Newport News Public Schools.
- J. “Exclusive Representative” means an Employee Association certified by the School Board pursuant to this Resolution to represent a Bargaining Unit in Collective Bargaining.
- K. “Impasse” means the failure of the Employer and an Exclusive Representative to reach agreement in the course of negotiations or to resolve questions arising under a Collective Bargaining Agreement.
- L. “Labor Relations Neutral” or “LRN” means a labor relations professional with experience as an arbitrator, mediator, or other dispute resolution neutral in the context of disputes between an employer and an Employee Association. There may be more than one LRN assisting with matters under this Resolution.
- M. “Licensed Personnel” means: (1) Employees whose position with Newport News Public Schools requires a license from the Virginia Board of Education or Virginia Department of Health Professions, including, but not limited to, all teachers, school counselors, specialists, librarians, ITRTs, nurses, school psychologists, social workers, speech pathologists, and department chairs, and (2) instructional Employees whose position requires a postsecondary degree and state or national-level certification, including, but not limited to, behavioral specialists and ASL interpreters. “Licensed Personnel” does not include Confidential Employees or Administrative Personnel, as defined herein.
- N. “Mediation” means assistance by an impartial third party to reconcile an impasse between the Employer and an Exclusive Representative through nonbinding interpretation, suggestion, recommendation, and/or advice.

SECTION 2. RIGHTS AND RESPONSIBILITIES:

- A. Employees shall have the right to:
 - 1. Organize, form, join, or assist any Employee Association;
 - 2. Promote, support, or advocate for policies, procedures, actions, and decisions that may improve their individual or collective terms or conditions of employment;
 - 3. Engage in Collective Bargaining 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; and
 - 5. Refrain from any of the above.

B. The Employer:

No provision of 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. The Employer retains all rights, including, but not limited to, the right to:

- 1. Determine the nature and scope of the work to be performed by E mployees, including the number of Employees hired to perform such work;
- 2. Establish a budget;

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 and not prohibited by law; and
5. Undertake any actions reasonable and necessary to carry out the mission of the School Board.

SECTION 3: LABOR RELATIONS NEUTRAL:

A. Selection. An LRN shall be jointly agreed upon by the Superintendent or their designee and the Exclusive Representative, if one has been certified by the Employer, or the Employee Association(s) that have submitted a request for a certification election. In the event an LRN is engaged for the purpose of adjudicating a dispute under Section 7 of this Resolution, all parties to the dispute shall agree upon the selection of the LRN. An LRN must not be a person who, because of vocation, employment, or affiliation, can be categorized as a representative of the interests of the Employer or of any Employee Association.

B. If, within fifteen days of the date on which a party is notified in writing by another party of the existence of a matter requiring the engagement of an LRN, the parties to the proceeding are unable to reach agreement on the appointment of an LRN, they shall secure a list of names from the Federal Mediation and Conciliation Service. They shall attempt to reach agreement on the appointment of one of the LRNs named on the list. If they are unable to reach agreement, each party to the proceeding, in order determined by a coin flip, shall alternately strike names from the list until one remains, who shall be the LRN for that matter.

C. LRN compensation. The LRN shall be compensated at a daily or hourly rate to be determined by the parties to the proceeding at the time of their appointment. The LRN's fees shall be shared equally by all parties to the proceeding.

D. LRN authority. The LRN shall:

1. Oversee elections for certification or decertification pursuant to the provisions of this Resolution;
2. Request from the Employer or an Employee Association any relevant assistance, service, data, or information that will enable the LRN to properly carry out duties under this Resolution;
3. Hold hearings, make inquiries, administer oaths and affirmations, examine witnesses and documents, take testimony, receive evidence, and compel by issuance of subpoenas the attendance of witnesses and the production of relevant documents, to the extent permitted by applicable law, in proceedings within the responsibility of the LRN under this Resolution;
4. Investigate and attempt to resolve or settle allegations of prohibited conduct filed under this Resolution by the Employer, an Employee, or Employee Association;
5. Determine disputed issues of Employee inclusion in or exclusion from the Bargaining Units permitted under this Resolution;

6. Determine any issue regarding the negotiability of any Collective Bargaining proposal as a subject of Collective Bargaining;
7. Exercise any other powers and perform any other duties of an administrative nature necessary to the functions specified in this Resolution; and
8. Promulgate rules applicable to the execution of the procedural responsibilities set forth in this Section.

SECTION 4: CERTIFICATION AND DECERTIFICATION OF AN EXCLUSIVE REPRESENTATIVE:

A. Certification By Election. The School Board shall certify an Employee Association as the Exclusive Representative for a 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 Employer is precluded from having access to any ballot, membership record, petition, authorization card, showing of interest form, or any other information gathered during the election and certification process that would reveal Employee identities. 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 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 30 percent of the Employees in the bargaining unit(s) wish to be represented by the Employee Association as evidenced by any of the following: membership records, dues payment, a petition, authorization forms, or other evidence of an Employee's desire to be represented by the Employee Association in Collective Bargaining, and (4) the proposed date, time, place, and method for a secret ballot election.
2. The School Board may, but is not required to, verify whether 30 percent of the Employees in a Bargaining Unit wish to be represented by the Employee Association. Such verification must be conducted by an LRN, who shall confirm only whether a sufficient percentage of Employees in the Bargaining Unit support the Employee Association's request for certification.
3. Within 10 business days of receipt of the request for certification or verification of the 30 percent required to trigger an election, the Superintendent shall notify all Employees in the Bargaining Unit(s) by electronic mail of the date, time, place, and 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). Notice of the election shall also be included 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 7 days from the date of the Notice. The request to intervene shall include (1) the intervenor's name and address, (2) a description of the Bargaining Unit(s) it seeks to represent, (3) a statement certifying that 30 percent of the Employees in the Bargaining Unit(s) wish to be represented by the intervenor, and (4) that it

- wishes to be included on the secret ballot. The School Board 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 will be provided to Employees and the public pursuant to Section 4(A)(3).
5. The LRN shall oversee the election process, report on results, investigate any objections, and hold hearings, if necessary. The election should be held within 45 days after a request for certification has been filed.
 6. The Employer may contract with a vendor agreed to by the parties to conduct the election with appropriate supervision and review by the LRN. The election shall be electronic, unless the parties agree otherwise, and by secret ballot.
 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. At an agreed-upon time no later than one business day after the polls are closed, the LRN will share the election results in the presence of a reasonable number of observers for the School Board and each Employee Association on the ballot. The LRN shall then provide the School Board and Employee Association(s) a Tally of Ballots confirming the results of the election.
 9. 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).
 10. Any party to the election may file written objections within 3 business days after the date of the LRN's Tally of Ballots. The objections should be specific in nature and detail the facts that call into question the validity of the election. The LRN shall investigate those allegations and, if they find a dispute exists that calls into question the validity of the election, hold a hearing promptly. If the LRN does not so find, they will dismiss the objection(s) and certify the election results to the School Board. If the LRN determines that the election did not substantially conform to this Resolution, they shall order a new election. The LRN shall complete this process within 30 days from the date of the Tally of Ballots.
 11. Upon completion of an election in which the majority choice of the Bargaining Unit Employees voting is determined, the School Board shall publicly name the Exclusive Representative and the Bargaining Unit, or announce that Employees have elected to have no Exclusive Representative. The Superintendent shall give reasonable notice to all Employee Associations listed on the ballot and the Employees in the Bargaining Unit identifying, if applicable, the certified Exclusive Representative.
 12. 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.

13. An Employee Association elected and recognized as the Exclusive Representative of a Bargaining Unit(s) shall remain in that position until decertified pursuant to Section 4(B) of this Resolution.
14. All membership records, petitions, authorization forms, employee lists, ballots, or other information gathered during the election and certification process that would reveal Employee identities shall remain confidential and shall not be maintained or copied by the Employer or subject to disclosure under the Virginia Freedom of Information Act, Va. Code § 2.2-3700.

B. Decertification of an Exclusive Representative. A request for decertification of an Exclusive Representative for a Bargaining Unit shall not be considered by the School Board for at least one year from the date of the certification of said Exclusive Representative or during the duration of a Collective Bargaining Agreement not to exceed three years, except as provided below.

1. A request for decertification of an Exclusive Representative for a Bargaining Unit shall not be considered during the duration of a Collective Bargaining Agreement not to exceed three years, unless the request is filed not more than 210 days and not less than 180 days before the expiration of the Agreement.
2. An Employee or Employee Association seeking decertification shall file a request with the Clerk of the School Board and deliver a copy to the Exclusive Representative. The request shall include (1) the Employee or Employee Association's name and work or business address, (2) the name and address of the Exclusive Representative it seeks to decertify, (3) a description of the Bargaining Unit currently represented, (4) a statement certifying that 30 percent of the Employees in the Bargaining Unit no longer wish to be represented by the Exclusive Representative, and (5) the proposed date, time, place, and 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 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)-(14).

SECTION 5. RIGHTS OF EMPLOYEE ASSOCIATIONS AND EXCLUSIVE REPRESENTATIVES:

A. Bargain Collectively. The Employee Association recognized by the School Board as the Exclusive Representative for a Bargaining Unit shall have the right to act for, represent, bargain, and negotiate Collective Bargaining Agreements covering all Employees in that Unit and shall be responsible for representing the interests of all such Employees for the purpose of Collective Bargaining without discrimination 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. Intervene. An Exclusive Representative shall have the right to intervene and be afforded an effective opportunity to be present, offer its view, and fully participate in any disputes or legal actions related to a Collective Bargaining Agreement to which it is a party or to this Resolution.

C. Dues Deduction. The Employer shall honor the terms of Employee authorizations for payroll deductions to the Exclusive Representative(s) only, or if no Exclusive Representative has been certified, to any Employee Association. Authorizations may be in any form, 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. Unless an Employee requests a cancellation or changes an authorization for payroll deductions, they shall be directed to the Employee Association and not to the Employer. The Employee Association shall be responsible for processing these requests in accordance with the terms of the authorization. Nothing shall prohibit an Employee Association from collecting dues directly from Employees.

D. Employee Contact Information. The Employer shall provide to the Exclusive Representative(s), or to an Employee Association seeking certification as an Exclusive Representative, the following information, on or about the first day of every month, in an electronic, editable format, for all Employees in a Bargaining Unit(s), unless otherwise agreed by the parties: name, job title, worksite location, hire date, home address, work telephone number, home and mobile telephone numbers, as well as personal and work email addresses. The Employer shall also provide this information to the Exclusive Representative for any new Employee within 10 days after the Employee is hired.

E. Access. The Employer shall provide the Exclusive Representative(s), or if no Exclusive Representative has been certified then Employee Associations with payroll deduction, reasonable access to the Employees that they represent. Such access shall include:

1. The right to meet with Employees during the workday to discuss and investigate grievances and other workplace issues;
2. The right to conduct 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 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.

F. Notwithstanding any other provision in this Section, an Employee may present a grievance at any time without the intervention of an Employee Association, provided that, if the grievance is regarding a Collective Bargaining Agreement, the Exclusive Representative is afforded an effective opportunity 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 the Collective Bargaining Agreement. Employees who utilize this avenue of presenting personal complaints to the Employer shall not do so under the name of any Employee Association.

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 relevant to the administration or negotiation of a Collective Bargaining Agreement or to the Employees' wages, hours, benefits, safety, or other terms and conditions of employment.

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 at least 90 days before the expiration of any current Collective Bargaining Agreement or, in the case of a newly certified Exclusive Representative, within 60 days after certification. Employees who serve as bargaining representatives or witnesses during any Impasse hearing 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 division operations.
2. The Employer and Exclusive Representative may have, by agreement, a neutral facilitator or mediator with a preference for the Federal Mediation and Conciliation Service ("FMCS"), if available. Bargaining representatives shall meet at reasonable times, including meetings in advance of the Employer's budget making process, to negotiate in good faith with respect to any matter relating to wages, hours and scheduling, retirement, benefits, health and safety, work rules, evaluations, discipline procedures, quality of life issues, and other terms and conditions of employment.
3. 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 can declare an Impasse to obtain the services of a Mediator and LRN. An Impasse will be resolved as follows:
 - (a) A Mediator shall be an impartial disinterested person chosen by the Employer and Exclusive Representative, with a preference for mediators registered with FMCS.
 - (b) The parties must participate in at least four mediation sessions, which must take place within 21 days of the date the Mediator is appointed.
 - (c) Each party is responsible for its own costs to prepare for mediation. If the Mediator charges a fee, the Mediator's costs shall be shared equally by the parties.
 - (d) If no agreement is reached by the end of the above mediation process, the parties may observe a cooling off period not to exceed fifteen business days. During this period the parties will not engage in negotiations.
 - (e) Following any cooling off period, the parties may elect to participate in other engagement strategies by mutual agreement.

- (f) If no agreement is reached by the end of the above mediation process, either party can request a hearing by an LRN. 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 and witnesses, cross-examine witnesses, and question and introduce evidence to support their positions without violating Virginia Code Section 54.1-3904. A written decision must be issued by the LRN within 30 days of the hearing.
4. 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.
5. Nothing in this section shall prohibit or impede the Employer and Exclusive Representative from continuing to bargain in good faith or from voluntarily reaching agreement during an Impasse.
6. The Employer and Exclusive Representative must reduce a Collective Bargaining Agreement to writing when it is reached, which shall incorporate any decision of an LRN if one has been issued. A Collective Bargaining Agreement is enforceable and effective when executed by the Exclusive Representative and the School Board.
7. A Collective Bargaining Agreement is subject to sufficient appropriation and funding by the Newport News City Council. If the City Council fails to appropriate sufficient funds to implement the Agreement, either party may reopen negotiations of the terms of the Agreement that require funding from the City Council.
8. The terms and conditions of an existing Collective Bargaining Agreement shall remain in full force and effect until superseded by a new Collective Bargaining 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, including by discrimination 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, or complaint 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 this Resolution; or
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. Employee Associations, including certified Exclusive Representatives, and their 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; or
3. Refuse to participate in good faith in any Impasse or dispute resolution procedures set forth in this Resolution.

C. No Employee Association shall encourage or participate in any strike or willful refusal of an Employee, in concert with two or more other Employees, to perform the duties of their employment for the purpose of obstructing, impeding, or suspending any activity or operation of Newport News Public Schools. Any Employee who participates in any strike or willfully refuses, in concert with two or more other Employees, to perform the duties of their employment for the purpose of obstructing, impeding, or suspending any activity or operation of Newport News Public Schools, shall be deemed to have terminated their employment and shall be ineligible for employment by the Employer during the next twelve months pursuant to Virginia Code Section 40.1-55. To the extent permitted by law, the Employer agrees that no lockout, which is defined as the refusal of the Employer to allow Employees to come to work until they accept the Employer's contract terms, will take place. The Employer shall utilize the procedures in Section 7(D) of this Resolution if it believes an Employee or an Employee Association has violated this section.

D. An Employee, Employee Association, Exclusive Representative, or a representative of the Employer may allege a violation of this Resolution (the "Complainant") by serving a written allegation upon the entity or individual alleged to have committed a violation (the "Respondent"). Allegations must be served within 30 business days of the event or when the Complainant knew or reasonably should have known of its occurrence and should include (i) the date of the event(s); (ii) a description of the event; (iii) the nature of the violation, including the provision(s) of this Resolution allegedly violated; and (iv) a statement of the relief requested. The allegation shall be processed as follows:

1. The Respondent shall have 10 business days to serve the Complainant with a written answer to the allegation.
2. The Complainant and Respondent shall submit the dispute to an LRN selected in accordance with the requirements of this Resolution. They shall share equally the cost of the LRN. The LRN may, after reviewing the Complainant's allegation and Respondent's answer, issue an order dismissing the allegation or schedule an evidentiary hearing.

3. If a hearing is ordered, both parties shall be entitled to a representative who may be an attorney. A representative may present a summary of the case and witnesses, cross-examine witnesses, and question and introduce evidence to support their positions without violating Virginia Code Section 54.1-3904. The LRN may issue subpoenas, administer oaths, and take testimony and other evidence. The School Board shall provide for an official written transcript to report the proceeding which must be paid for by the School Board. If no settlement is reached during the hearing, the LRN shall issue a decision within 30 days of the hearing.
4. If the LRN finds that a Respondent violated this Resolution, they may issue an order directing the Respondent to cease and desist engaging in such conduct and may order such other affirmative and equitable relief to remedy the violation, including reinstatement with or without back pay and interest at the rate of 8 percent.
5. Any party aggrieved by a decision of the LRN may, within 21 days from the date such decision is issued, appeal to the Newport News Circuit Court to obtain judicial review pursuant to the Uniform Arbitration Act, Virginia Code §§ 8.01-581.01 et seq.
7. Employees shall be given release time from their employment duties to testify or participate in any proceeding under this section. Employees shall not be disciplined or retaliated against for filing, supporting, testifying, or participating in any such proceeding.
8. This procedure shall operate concurrently with any grievance procedure in a Collective Bargaining Agreement and shall not be considered the exclusive means by which disputes can be resolved.

SECTION 8. NOTICES: Any notice required under the provisions of this Resolution shall be in writing and sufficient if transmitted by hand delivery, certified mail return receipt requested, or by electronic mail provided that there is confirmation of delivery and 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, or refusal to acknowledge receipt by electronic mail, shall be considered valid service. Prescribed time periods shall commence from the date of the receipt of the notice.

SECTION 9. 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.