

Preamble

This Agreement is entered into this 1st day of July 2024 by and between the Prince William Education Association (PWEA) and the Prince William County School Board (Board). The signatories shall be the sole parties to this Agreement.

Witnesseth

WHEREAS, the Board and the Association recognize and declare that providing a quality education for the children is their mutual aim and that the character of such education depends on the quality of the teaching service, and

WHEREAS, the Board has a statutory obligation, pursuant to the Code of Virginia 40.1-57.2 Collective Bargaining and Prince William County Public Schools Collective Bargaining Resolution adopted by the Board on October 19, 2022, to bargain with the Association as the Exclusive Representative of the Employees covered by this Agreement with respect to hours, wages, terms, and conditions of employment, and

WHEREAS, the parties have reached certain understandings which they desire to confirm in this Agreement,

In consideration of the following mutual covenants, it is hereby agreed as follows:

ARTICLE I - RECOGNITION AND DEFINITIONS

Section 1.1 - Recognition

- A. The Board hereby recognizes the Association as the sole and Exclusive Representative for all Certified/Licensed Personnel and Education Support Professionals (ESP/Classified Employees) under contract or on leave. Such representation shall cover all personnel assigned to newly created professional certificated positions unless the parties agree that such positions do not fall within the definition of Employee.
- B. The Board agrees not to negotiate with or recognize any Labor Organization other than the Association for the duration of this Agreement.

*THIS INCLUDES THE FOLLOWING EMPLOYEES:

- 1. Certified/Licensed Personal: The Licensed Personnel Bargaining Unit consists of any non-administrative Employee whose employment requires a license from the Virginia Department of Education or the Virginia Department of Health Professions. This includes, but is not limited to, all teachers (including school-based lead teachers or grade-level chairs), school counselors, nurses, athletic trainers, librarians, instructional technology coaches, school psychologists, social workers, speech pathologists, and department chairs.
- 2. Education Support Professionals (ESP/Classified Employees): The Support Personnel Bargaining Unit consists of all Employees except those Employees in the Licensed Personnel Bargaining Unit and those persons excluded from the definition of Employee in the Resolution.

Section 1.2 - Definitions

- A. Unless the context in which they are used clearly requires otherwise, when used in this Agreement:
 - 1. The term "Agreement" shall mean this entire Collective Bargaining Agreement.
 - 2. The term "Association" shall mean the Prince William Education Association.
 - 3. The term "Board" and "School Board" shall mean the Prince William County School Board.
 - 4. The term "Division" shall mean the Prince William County Public Schools.
 - 5. The term "Employee" shall refer to all Certified/Licensed Personnel and Education Support Professionals (ESP/Classified Employees) represented

by the Prince William Education Association as defined in Section 1.1(B)(1)-(2).

6. The term “days” shall mean calendar days unless otherwise specifically defined in this Agreement.
7. The term “Resolution” shall mean the Prince William County Public Schools Collective Bargaining Resolution adopted by the Board on October 19, 2022, as amended on December 7, 2022.

ARTICLE II – STATUS & ADMINISTRATION OF AGREEMENT

Section 2.1 – Ratification and Relationship of Existing Policies

- A. This Agreement shall become effective when ratified by the Board and Association and executed by authorized representatives thereof and may be amended or modified only with written mutual consent of the parties.
- B. This Agreement shall supersede any written rules, regulations, policies, or resolutions of the Division which are contrary to its expressed terms. The policies and procedures, administrative directives, and workplace practices of the Board and its departments, agencies, offices, and divisions shall govern employee relations unless there is a direct conflict with this Agreement approved by the Board. Where a direct conflict exists, this Agreement shall govern.

Section 2.2 – Compliance with Agreement

All individual certified and classified Employee personnel services contracts shall be subject to and consistent with the laws of the Commonwealth of Virginia and the terms and conditions of this Agreement. If any individual Employee contract contains any language inconsistent with this Agreement, this Agreement shall be controlling.

Section 2.3 – Conformity to Law

In the event of a conflict between this Agreement and any state, local, or federal law or regulation, the state, local, or federal law or regulation shall prevail.

Section 2.4 – Distribution of Agreement

- A. The Division shall:
 - 1. Maintain an updated version of this Agreement on the Division website.
 - 2. Print and provide five hundred (500) copies of this Agreement the first year it is ratified to the Association.
 - 3. Provide a copy of this Agreement and all exhibits and attachments as a single complete document in .PDF format to the Association.
 - 4. Include page numbers on each page in the printed and .PDF formats of the Agreement.
- B. Printed copies of this Agreement shall be made available upon request by eligible Employees, within both Bargaining Units.

Section 2.5 – Exhibits

The exhibits are integral parts of this Agreement and are incorporated into it.

ARTICLE III – ASSOCIATION & BOARD RIGHTS & RESPONSIBILITIES

Section 3.1 – Exclusivity

Throughout this Agreement, certain rights and functions are accorded and ascribed to the Association as the Exclusive Representative for all Employees covered under this Agreement. Rights and privileges afforded to the Association shall not be granted to an organization seeking to become an Exclusive Representative.

Section 3.2 – Access

- A. Employees and the professional representatives of the Association may use school buildings in accordance with PWCS Regulation 930-1 “Community Use of School Facilities,” and Regulation 593-1 “Professional Rights and Privileges,” as well as the stipulations outlined in 3.2.B below.
- B. The Association is authorized to use school facilities for Association business as set forth below:
 - 1. Representatives duly authorized by the Association shall be permitted to transact official Association business on school property at all reasonable times, provided that they give the principal or PWCS official in charge of the building reasonable advance notice and that it not interfere with or interrupt school operations. Permissions shall not be unreasonably denied.
 - 2. As required by Section 4.B of the Resolution, the Association may hold individual or group meetings of its members on school premises, provided that:
 - a. A written request for the use of school premises is submitted to the principal at least twenty-four (24) hours in advance of such use;
 - b. The request is approved;
 - c. The meeting is not held during the regular work hours of the facility being used or, if during the regular work hours, does not disrupt the normal operation of the school; and
 - d. The Association agrees to pay any customary charges that may be assessed for custodial services and utilities.
 - 3. Upon request, Employees shall be entitled to have present a representative of the Association during any meeting which the Employee may reasonably expect to lead to disciplinary action. An Employee’s right to such representation is subject to the condition that an Association Representative is available to attend the meeting within a reasonable

period of time and that their presence does not unduly disrupt the meeting. Notwithstanding the foregoing, before a meeting with the Association representative, the Division retains the right to place an Employee on administrative leave with pay, pending an investigation into alleged misconduct by the Employee.

- C. The Association has the right to speak on behalf, and represent the interests, of all members of a Bargaining Unit without discrimination and without regard to Labor Organization membership in accordance with Section 4.A of the Resolution.

Section 3.3 – Communication

- A. The Association shall have the right to use the employee mailboxes, staff lounges, and other designated staff areas agreed upon by the building principal or supervisor and the Association building representative, and to post notices of activities and matters of Association concern on the mutually agreed upon Association space at each worksite.
- B. The Association agrees to indemnify and hold the Division harmless for all claims which may arise from any mailed or posted Association material.
- C. The Association may use the Division's internal mail distribution system for communication with members of both Bargaining Units.
- D. The Association agrees to use Board email systems to communicate with Bargaining Unit members, subject to the terms of any Board policies or regulations pertaining to the use of computer or network systems and acceptable use. Records in the Board email system may be subject to the Virginia Freedom of Information Act and, as such, employee communication on such systems is not considered private.

Section 3.4 – Availability of Information

- A. The Division shall provide the Association with a copy of the (i) Proposed Budget and Executive Summary for the Fiscal Year; (ii) Annual Comprehensive Financial Report; (iii) Demographics Report; (iv) Capital Improvements Program; and (v) Approved Budget Book, once approved by the Board and within two (2) business days after they are posted on the PWCS Website. The Division will also provide the Association with a copy of the Monthly Financial School Category Report within thirty (30) days of the close of the month.
- B. The Division shall inform Association members who are the subject of a subpoena for records related to the Employee when the Employee is not a party to the case in which the subpoena is issued unless otherwise required by law. The Division will make a reasonable effort to notify Association members by email within one (1) business day of receipt of the request when it receives a FOIA request specifically seeking records directly related to that member.

- C. To receive from the Board on a quarterly basis a list of all Employees in the Bargaining Unit, including name, job title, department, work location (if different than department and available in the Human Resources system of record), and work email address on the following schedule: October 1st, December 1st, February 1st, and May 1st.

Section 3.5 – Right of Consultation

- A. One (1) representative from the Department of Human Resources, one (1) representative from the Department of Benefits, and two (2) PWEA Association Officers/Directors will meet every other month on mutually agreed upon days/times, to discuss matters of concern to either party. Should there be no matters of concern to discuss by both parties, the meeting may be canceled. The Division shall not meet with Virginia Education Association UniServ Directors without prior approval from the PWEA President or their designee.

Section 3.6 – Dues Deductions

A. Authorization of Membership Dues by Payroll Deduction

- 1. Employees may sign and deliver to the Association a membership form authorizing the deduction of membership dues at the rate required by the Association.
- 2. The Division will begin deducting an Employee's membership dues within thirty (30) days of receipt of a complete and valid form authorizing such deductions from the Association and signed by the Employee.

B. Revocation of Membership Dues through Payroll Deduction

- 1. All authorizations shall be revocable by the Employee by providing the Association and the Board Payroll Office with written notice not more than thirty (30) days in advance of the effective date of the revocation.
- 2. The Association shall forward, to an email address specified by the Board Payroll Office, an Association Member's written request to revoke consent for the deduction of dues through payroll deduction.

C. Other Provisions Related to Payroll Deductions

- 1. The Division will transmit periodic dues payments deducted from an Association member's pay to the Association by the 15th of the subsequent month. If the 15th falls on a weekend or holiday, payment will be disbursed on the business day prior thereto, including a list of names and the amount of each deduction.
 - a. Concurrently with the transmission of dues payments as specified in this Section, the Division will provide the names of those

Association members covered by this Agreement who did not have pay sufficient to cover the amount of dues to be deducted.

- b. For any Association member identified pursuant to Section C.1.a as having insufficient pay to have dues deducted, the Division will notify the Association whether the employee is on leave without pay status or has separated from the Division. The Division shall not be obligated to provide any further details to the Association about the reasons such member is on leave.
 - c. The Division shall notify any Association member approved for unpaid leave in writing that their dues deductions will temporarily cease while on such leave and resume upon return.
 - d. Upon return from an unpaid leave of absence, the Division will resume an Association member's dues deduction in the first pay period in which the Association member receives pay sufficient to cover such dues.
2. The Association will certify to the Division in writing the current rate of membership dues by August 1st of each year.

Section 3.7 –Employee Events

- A. The Association shall be invited to, and receive advanced notice of, Division Employee events throughout the calendar year, to include summer and weekends. Those events include, but are not limited to, the new teacher induction, the Classified Professional Development Conference, the new employee welcome event, and other similar types of events. During such events, the Division shall verbally acknowledge the Association as the Exclusive Representative of eligible Employees and shall provide the Association with a table to present Association business in areas where vendors are located. Within one (1) week following each event listed above, the Division shall provide the Association with a list of the new Employees who attended each event if such information is maintained by PWCS.

Section 3.8 – Release Time

A. Leave for Association Business

1. Association officials (defined as members of the Association Executive Board of Directors and designated building representatives) and designees of the Association President shall be permitted reasonable time during working hours to conduct Association business directly related to the negotiation of the Agreement, representation of Employees in disciplinary meetings pursuant to this Agreement, processing grievances, and attending meetings between management and the Association. However, the Division's operational needs will take precedence over

Association business, and the Association and Employees may be precluded from conducting Association business during working hours when necessary.

2. For nonexempt Employees within the Bargaining Unit, any time taken for Association business while on a scheduled shift will be treated as hours worked for purposes of determining overtime eligibility. Association business conducted outside of a scheduled shift will not be treated as hours worked. The Division reserves the right to preclude any and all Association business during working hours when it shall unduly impact Division operations.

B. Leave for Association Conferences

1. The Division will provide reasonable amounts of leave for PWEA members to attend the annual Virginia Education Association (VEA) Representative Assembly and/or National Education Association (NEA) training and conferences. The Association must notify and provide to the Director of Human Resources a written list of Employees, including name, job title, and work location, it wishes to attend such meetings at least forty-five (45) days in advance of the date on which the leave is scheduled to commence.
2. For nonexempt Employees within the Bargaining Unit, leave for Association Conferences will not be treated as hours worked for purposes of determining overtime eligibility.
3. The Division reserves the right to deny leave to Employees if it will unduly impact Division operations.

Section 3.9 – Building Representatives

- A. Association building representatives shall meet with their building principal or direct supervisor(s) at least monthly at mutually agreed upon times when the meeting is initiated and scheduled by the building representative, within an employee's contract time and not to eliminate a planning or break period, to discuss the administration of this Agreement as it relates to that particular worksite and other matters of concern to either party, provided that neither the principal/direct supervisor nor the Association building representatives have the authority to reach any decision which changes this Agreement.
- B. Association building representatives may request information regarding the building's long-term maintenance plans, staffing plans, and major curriculum changes.
- C. It is preferred that issues be resolved as efficiently as possible by those closest to the problem. As such, PWEA building representatives are encouraged to discuss site-based issues with principals/direct supervisors prior to filing a grievance and

may be accompanied by other Association representatives when doing so. Site specific issues may also be raised in the HR/PWEA meetings set forth in Section 3.5.

- D. The Association shall provide a written list of current building representatives and their work locations to the Chief Human Resources Officer or their designee no later than October 15th of each year. The Association shall provide an updated list of current building representatives and their work locations, during the school year, if and when such list changes, when requested by the Division.
- E. The Division will provide a written list of building administrators to the Association President or their designee no later than October 15th of each year.

Section 3.10 – Management Rights

The Board shall have all rights set forth in Section 5 of the Resolution. The management and operation of the Division and the direction of staff members are vested exclusively in the Division subject to the terms of this Agreement. All matters not specifically and expressly controlled by the language of this Agreement may be administered for the duration of this Agreement by the Division in accordance with Board policy or procedure. Nothing in this Agreement shall be construed to be a delegation to others of the policy-making authority of the Board, which authority is specifically reserved by the Board.

Section 3.11 – Joint Labor-Management Committee

- A. The Division and the Association agree to establish and participate in a joint labor-management committee to address areas of mutual interest. Each party is responsible for selecting its representatives to the Labor Management Committee (“Committee”). Under no circumstances shall collective bargaining occur in any Committee meeting, however, recommendations from the Committee can be made to the Collective Bargaining Teams. Although the Committee may discuss the underlying causes of grievances, the Committee is not meant to replace the Grievance and Arbitration process set forth in Article V.
- B. The Labor Management Committee will include up to three (3) representatives for the Association and up to three (3) representatives for the Division. One (1) week prior to any scheduled Committee meeting, the parties will compile an agenda of issues to be discussed. Meetings will be scheduled monthly during the school year but may be canceled or rescheduled by mutual agreement. The Committee meeting shall occur during the employee’s regularly scheduled workday and participating employees shall not suffer a loss of pay.

ARTICLE V - GRIEVANCES

- A. A “grievance” is defined as an alleged violation of this Agreement or a dispute concerning the meaning, interpretation, or application of this Agreement or any terms or provisions thereof. If such matters are grievable pursuant to the Code of Virginia or regulations issued by the Virginia Division of Education, an employee who elects to file a grievance under the statute or state regulations may not file a grievance under a collective bargaining agreement and the Association is not responsible.
- B. Any Employee or group of Employees covered by this Agreement may present grievances to the Association to have those grievances resolved. However, only the Association may file a grievance pursuant to this grievance procedure.
- C. The procedures set forth in this Section shall be the exclusive remedy for the resolution of grievances filed by the Association.
- D. Any resolution or adjustment to a grievance shall be consistent with the terms of this Agreement.

Purpose

The purpose of this procedure is to secure, at the lowest possible level, equitable solutions to the problems that may arise, from time to time, affecting the welfare or working conditions of unit members and the Association. Both parties agree that these proceedings will be confidential.

Rights of Representation

A grievant(s) may be represented at all stages of the grievance by an Association representative(s).

No Reprisals

No reprisals of any kind will be taken by the Division or by any unit member or representative of the administration of the Division against any grievant, any party in interest, any Bargaining Unit member, the Association, or any other participant in the grievance procedure by reason of such participation.

Miscellaneous

- A. If a grievance arises from the alleged action or inaction of the Division at a level above the principal or immediate supervisor, the Association shall submit such grievance in writing directly to the Chief Human Resources Officer or their designee with the processing of such grievance to commence at Step 2.

- B. If a grievance affects a group or class of unit members and the facts with respect to all persons alleged to be aggrieved are substantially the same and the issue(s) raised by the grievance are the same as to all unit members involved, the Association may initiate and submit such grievance directly to the Superintendent or their designee with the processing of such grievance to commence at Step 3.
- C. Upon mutual agreement of the Association and the Division, a grievance may be taken directly to arbitration.
- D. The investigation and processing of grievances, and the conduct of an arbitration hearing will generally be accomplished during the normal workday. The parties agree that such matters will be scheduled to avoid disruption to Division operations whenever possible. Witnesses who are employees of the Division shall be granted release time to appear at an arbitration hearing if the hearing is held during the employee's regularly scheduled workday. The hearing shall be held at the building in which most witnesses work, if feasible, or at the Division's administrative building.
- E. All documents, communications, and records dealing with the processing of a grievance shall be filed in a separate grievance file and will not be kept in the personnel file of any unit member.
- F. Grievances may be consolidated for purposes of arbitration by mutual agreement between the Division and the Association.

Grievance Procedure

Informal Conference

An attempt may be made to resolve the grievance by an informal conference between the Bargaining Unit member, if the unit member desires to be present, and an Association representative, if the unit member so desires representation, and the principal or immediate supervisor.

Formal Grievance

All grievances shall be in writing on an approved grievance form. The writing shall state specifically the substance of the grievance and identify the aggrieved Employee(s) and the specific provisions of this Agreement alleged to have been violated along with the remedy (or relief) sought. All grievances shall be processed in the following manner:

Step 1:

The Association will submit the grievance in writing within ten (10) working days of the occurrence of the actions being grieved or within ten (10) working days of the Association having reasonable knowledge of the actions, to the aggrieved Employee's principal or, if not assigned to a school, to the aggrieved Employee's immediate supervisor. The principal or immediate supervisor or their designee shall meet with the Association and the aggrieved Employee to discuss the grievance within ten (10)

working days of receipt of the grievance form and shall submit their Step 1 decision to the Association, in writing, within ten (10) working days after the meeting.

Step 2:

If not resolved at Step 1, the Association may appeal the grievance on the approved form to the Chief Human Resources Officer or their designee within ten (10) working days of the date of the Step 1 decision. The Chief Human Resources Officer or their designee shall meet with the Association and the aggrieved Employee to discuss the grievance within ten (10) working days of receipt of the grievance form and shall submit their Step 2 decision to the Association, in writing, within ten (10) working days after the meeting.

Step 3:

If not resolved at Step 2, the Association may appeal the grievance on the approved form to the Superintendent or their designee within ten (10) working days of the date of the Step 2 decision. The appeal shall state specifically the substance of the grievance and identify the aggrieved Employee(s) and the specific provisions of this Agreement involved. The Association and the aggrieved Employee(s) shall meet with the Superintendent or their designee within ten (10) calendar days of the filing of the grievance at this Step to discuss its substance and possible resolutions. The Superintendent or their designee shall give a Step 3 decision in writing within ten (10) working days after the aforesaid meeting.

Step 4:

If the grievance has not been resolved in Step 3, the Association may, within ten (10) working days following the Step 3 decision from the Superintendent, submit the grievance to non-binding arbitration through the Federal Mediation and Conciliation Service (FMCS). The FMCS shall supply a list of seven qualified labor arbitrators from the Washington, D.C. Metropolitan area. Both the Division and the Association shall have the right to strike three names from the list. The parties shall flip a coin to determine who shall strike the first name; the other party shall then strike one name. The process shall be repeated, and the remaining person shall be the arbitrator. After the selection of the arbitrator as outlined above, the party requesting arbitration shall advise the FMCS of the name of the arbitrator.

The arbitrator's recommendation shall be advisory only. It shall be in writing and shall set forth the findings of fact, reasoning, and conclusions of the issues submitted. It is agreed that the arbitrator is empowered to include in any decision a recommendation for financial reimbursement or other remedies she/he judges to be proper. Expenses for the arbitrator's services and proceedings shall be borne equally by the Association and the Division.

Step 5

The Arbitrator shall transmit his/her written recommendation to both parties and the Board as soon as practicable and no later than thirty (30) business days after the close of the hearing. Either party may file with the Board a response to the Arbitrator's recommendation within ten (10) business days and request the Board to review the recommendation of the Arbitrator. The Board may adopt the recommendation of the Arbitrator if it is supported by substantial evidence in the record as a whole. If the Board, after review of the Arbitrator's recommendation and the record, finds that the recommendation is not supported by substantial evidence in the record as a whole, the Board shall issue a written decision rejecting the Arbitrator's recommendation in whole or in part, and explaining why it found the decision is not supported by substantial evidence in the record as a whole. The Board's decision, which will be delivered to the Association and the Board at the same time, shall be final and binding on all parties to the proceedings.

Each party shall be responsible for compensating its own witnesses and representatives. If either party desires a verbatim record of the proceedings, it may cause such a record to be made by a qualified Court Reporter. The cost of a verbatim record for proceedings shall be borne by the party causing the record to be made or, if requested by both, shall be split equally.

Time Limits

- A. A grievance must be presented and processed in accordance with the steps, time limits, and conditions contained in this Article. The Division and Association recognize that time is of the essence and the prompt settlement of grievances is important to a sound and harmonious relationship.
- B. Time limits provided for at each level shall begin the working day following receipt of the grievance appeal or written decision.
- C. If the Division fails to provide an answer to a grievance within the time limits so provided, the Association may immediately appeal to the next step.
- D. The failure of the Association to act upon a grievance within the time limits shall be deemed a forfeiture of the right to advance further in the grievance process.
- E. The time limits prescribed herein may be altered and/or waived by mutual agreement, in writing, by the Division and the Association.

ARTICLE VIII – SALARIES, STIPENDS AND BENEFITS

Section 8.1 – National Board Certification Application Fees Reimbursement

- A. Wage Scales - **SUBJECT TO ULP**
- B. Step Placements - **SUBJECT TO ULP**
- C. Compliance

It is the intent of the parties to comply with the limitations imposed by state and federal law. In accordance with Section 9.J of the Resolution, if the School Board, in its sole opinion, finds that the funds approved, received, and available are insufficient to meet its obligations under this Agreement, the parties will reopen negotiations over wages and other economic provisions.

D. National Board Certification Application Fees Reimbursement

1. National Board Certification: Teachers wishing to obtain their National Board Certification are strongly encouraged to participate in the Division's National Board Professional Development Cohort (one for each assessment component). Upon successful completion of their National Board Certification, the Division will reimburse National Board Certified Teachers their application and registration fees incurred during their employment with PWCS, up to a maximum of \$2,500 per certification period. Reimbursement must be requested by January 31 following the notice of successful completion of the certification. A reimbursement form with receipts attached and a copy of the Certificate must be submitted. This reimbursement will be disbursed as a lump sum payment.
2. National Board Certified Teachers (NBCT) will continue to receive a \$2,000 stipend annually (or a pro-rated amount based on the effective date of the certification or hire date should the NBCT be a late-hire) while their NBCT certification is active. This stipend is part of the Employee's base contract.
3. Speech Language Pathologists (SLP) will continue to receive a \$2,000 stipend annually (or a pro-rated amount based on the effective date of the certification or hire date should the SLP be a late-hire) for Certification of Clinical Competency (CCC) while their CCC certification is active. This stipend is part of the Employee's base contract.
4. School Psychologists holding the Nationally Certified School Psychologist (NCSP) credential will continue to receive a \$1,000 stipend annually (or a pro-rated amount based on the effective date of the certification or hire date for those hired holding the credential). This stipend is part of the Employee's base contract.

5. National Board's Maintenance of Certification (MOC): Teachers wishing to be candidates for MOC are strongly encouraged to participate in the Division's National Board Professional Development Cohort (one for each assessment component). Teachers meeting the MOC requirements may submit a request for reimbursement for their application and registration fees incurred during their employment with PWCS, up to a maximum of \$570 per certification period. Reimbursement must be requested by January 31 following the notice of successful completion of the MOC. A reimbursement form with receipts attached and a copy of the updated Certificate must be submitted. This reimbursement will be disbursed as a lump sum payment.

Section 8.2 – Extra-Curricular/Extra-Duty Pay

A. Supplemental Contracts for Extracurricular Assignments

1. Employees accepting extra-curricular and supplemental assignments (coaches and activity sponsors) shall be provided with a supplemental contract for the extra-curricular or supplemental assignment.
2. Each extra-curricular sport and activity is limited to an approved number of assignments expressed as Full Time Equivalent (FTE) positions in the PWCS Budget Manual. Principals have discretion in determining the FTE allocated to an Employee (up to 1.0 FTE) for the assignment. For example, the FTE allocation for Football Assistant Coaches at large high schools is 6.0 FTE. If a school has twelve (12) assistant football coaches, each assistant coach could receive a .5 FTE pro-rated supplement in this example.
3. All extra-curricular and supplemental assignments shall be paid the full supplement or a pro-rated amount equivalent to the FTE allocated to the Employee. Supplements shall be paid in accordance with the Supplemental Pay Schedules attached as Exhibit 3.

B. Services Paid at the Certified Instructional or Employee's Hourly Rate

1. Certified Employees working in their licensed capacity during Summer School and the Extended School Year shall be paid their hourly rate of pay. For purposes of this section, the hourly rate shall be the Employee's annualized salary divided by the number of work days in their contract divided by the number of work hours in each work day.
2. Certified Employees working in before- or after-school instructional assignments (exclusive of Summer School and the Extended School Year) shall be paid the certified instructional hourly rate of pay of \$46.50 per hour for approved instructional duties. Instructional duties include: Tutoring, homebound instruction, Driver's Education instruction, Alternative Education for students of PWCS such as CTE, CBI, GED, and Evening School, and other student instructional programs designated by the Division.

3. Certified Employees working in before- or after-school non-instructional assignments shall be paid the certified non-instructional hourly rate of pay of \$32 per hour for approved non-instructional duties including: curriculum development, textbook adoption, Parent as Educational Partners (PEP), Saturday Suspension Programs, Summer School non-instructional, Driver's Ed non-instructional, Adult Education Instruction when not serving PWCS students, and other non-instructional programs designated by the Division.

C. Additional Class Sections for a Secondary Certified Teacher

1. The following standards shall be used for the purpose of defining the FTE for a secondary teacher. A secondary teacher shall be considered as 1.0 FTE if the Employee teaches five class sections for the entire school year (180 school days).
2. Secondary Employees who teach during the regular course of their work day one extra class section beyond a 1.0 FTE, shall be paid in the following manner: For the purpose of computing compensation for each extra class section taught per day, the Employee shall receive 1/5th (.20) of the Employee's regular contracted base salary. This amount shall be pro-rated based on the number of days taught (i.e., class is only taught for half the school year, teacher resigns, etc.). The additional compensation specified in this Paragraph shall be considered VRS creditable compensation.

D. New Certified Staff

1. Certified Staff new to the Division will be scheduled to return and paid for two (2) days prior to veteran staff to participate in the Division's induction program.

E. IEP Stipend

1. Special Education Teachers, who are Case Managers will receive a \$1,000 stipend annually (or pro-rated amount based on their hire dates). This stipend is part of the Employee's base contract.
2. The Division shall offer annual IEP compliance training during pre-service week prior to the first day of school for new special educators. Other options are available during the year should the teacher be unavailable to participate in the training during pre-service week and to account for those new teachers that are hired throughout the year.

F. Additional Pay for Security Screening

1. When Employees are supporting the security screening process at schools outside of their regular work schedule: (i) Certified Employees will be compensated at the non-instructional hourly rate; and (ii) Classified Employees will be compensated at their hourly rate of pay.

Section 8.3 – Payroll Deductions

Payroll deductions for federal and state taxes, court-ordered garnishments, state-ordered child support, government tax liens and levies, and Virginia Retirement System contributions shall be made in accordance with current laws, School Board policies, and regulations. In addition, Employees shall authorize voluntary payroll deductions by completing the appropriate forms.

Section 8.4 – Payment Provisions

- A. All Employees are paid on a semi-monthly pay cycle. Pay dates are the last workday each month and on or before the 15th of each month. All Employees are required to enroll in the direct-deposit program.
- B. The Board is committed to implementing a shift in the payroll calendar for staff paid over twelve (12) months so that the annual payroll cycle will commence no later than August 31. The Board will endeavor to accomplish this change prior to the commencement of the 2025-2026 school year. However, if the Board determines that this change is not administratively feasible for implementation by August 31, 2025, it shall notify the Association in writing no later than April 30, 2025. If the Board provides such notice, it shall endeavor to implement this change by August 2026.
- C. Employees shall have access to pay statements in the Employee Self Service (ESS) application.
- D. Payment for salary earned by Employees performing extra duties (i.e., coaching, overtime, tutoring, summer school, homebound, etc.) shall be in accordance with the established payroll schedules set forth in Section 8.4.A above.
- E. In the event of a mistake in payment resulting in underpayment, corrections shall be made and processed in the next possible payroll.
- F. Pay for certified Employees terminating employment in June will continue in equal bi-monthly installments in accordance with the established payroll schedules and until all monies earned and any monies owed for accrued sick and annual leave have been paid. The last payroll shall be no later than August 30 for Employees terminating employment in June.
- G. In the event an Employee is on an unpaid leave of absence, all monies owed to the Employee will be paid in the next possible payroll.

Section 8.5 - Benefits

Health Insurance

- A. Employees in both Bargaining Units who are scheduled to work at least 17.5 hours or more per week shall be eligible for group health insurance plan provided by the employer.
- B. The Board agrees that the health care cost sharing arrangements in effect on June 30, 2024, as set forth below, shall remain in effect for the duration of this Agreement.

Single Coverage and Employee Contributions:

- The Board contributes 95% of the single coverage premium for the HMO plan. The dollar amount shall be applied to all other plans.

For other coverage tiers (such as Emp+Child, Emp+Spouse, and Family):

- The Board contributes 70% of the total premium for that tier of coverage under the HMO plan. The dollar amount shall be applied to all other plans.

8.6 – Tuition for Children of Employees

Any Employee who has been approved to enroll their child(ren) in Prince William County Public Schools on a tuition-paid basis will receive a fifty (50) percent reduction of the yearly tuition rate.

8.7 – Short Term Disability

All full-time Employees will be provided with short-term disability insurance effective on their VRS effective date. The insurance will replace Employee income at a rate of not less than sixty-percent (60%) for a period of up to twenty-six (26) weeks. This change will eliminate access to the sick bank for Employees in grades 1-12 who are members of VRS Plan 1 or VRS Plan 2.

ARTICLE IX – SAVINGS

- A. In the event that any term or provision of this Agreement shall be declared in violation of state or federal law, or shall, through legislative action, come in violation, such term or provision shall be void and of no effect. All other terms and conditions of this Agreement shall remain in full force and effect.
- B. The parties acknowledge that during the negotiations which resulted in this Agreement, each had the right and opportunity to put forth proposals with respect to any subject or matter within the definition of Collective Bargaining in the Resolution and to bargain in good faith, and that the understanding and agreements arrived at by the parties after the exercise of that right and opportunity are set forth in this Agreement. This Agreement may be modified only upon the written agreement of the parties. The parties for the life of this Agreement agree that the other shall not be obligated, except as otherwise provided in this Agreement, to bargain collectively with respect to any provision or term of this Agreement. Further, the parties, for the life of this Agreement, waive the right, and each agrees that the other shall not be obligated to bargain collectively with respect to any subject or matter raised in the course of the collective bargaining negotiations that resulted in this Agreement but not included in the terms and provisions of this Agreement.
- C. In the event that the PWCS School Board votes to amend the Resolution, and such amendments or changes result in an expansion of the definition of “Collective Bargaining” so that topics that were prohibited subjects of bargaining under Section 5 on December 7, 2022, are no longer prohibited subjects of bargaining, PWEA may request bargaining on those topics that are no longer prohibited subjects of bargaining. Such bargaining shall begin no earlier than sixty (60) days after the effective date of the amendments to the Resolution or changes in the law and must be completed in accordance with the deadlines established in Section 9 of the Resolution.
- D. The Division and the Association agree that the parties may enter into mutually acceptable side letter agreements to clarify the provisions of this Agreement during its term.

ARTICLE X: DURATION

- A. This Agreement shall become effective on July 1, 2024, unless otherwise stated in specific sections, and shall remain in full force and effect until June 30, 2027.
- B. This Agreement shall automatically reopen on July 1, 2025, for the limited purpose of engaging in good faith collective bargaining negotiations over wages for fiscal year 2026. These negotiations may commence on or after December 1, 2024, and shall be completed by January 15, 2025.
- C. This Agreement shall automatically reopen on July 1, 2026, for the limited purpose of engaging in good faith collective bargaining negotiations over wages for fiscal year 2027. These negotiations may commence on or after December 1, 2025, and shall be completed by January 15, 2026.

EXHIBIT 1
Supplements

LEVEL	SUPPLEMENT	APPROVED FTE'S AT EACH SCHOOL	PWCS Proposed for FY25
HS	Academic Club, Level 1	3	\$1,100
HS	Academic Club, Level 2	4	\$1,600
HS	Academic Club, Level 3	4	\$2,000
HS	Activity Supervisor - School Year	1	\$7,000
HS	Athletic Trainer	1	\$8,700
HS	Band	1	\$4,500
HS	Band Assistant	1	\$2,600
HS	Baseball, Assistant	1	\$4,000
HS	Baseball, Head	1	\$5,000
HS	Basketball, Assistant	6	\$4,000
HS	Basketball, Head	2	\$6,000
HS	Cheer - Winter	3	\$5,000
HS	Cheerleader- Fall	3	\$5,000
HS	Choral Assistant	1	\$2,600
HS	Choral Director	1	\$4,500
HS	Coordinator of Science Competitive Events	1	\$1,000
HS	Crew, Assistant	6	\$3,200
HS	Crew, Head	2	\$4,000
HS	Cross Country	2	\$4,000
HS	Debate	1	\$2,500
HS	Dramatics	1	\$4,500
HS	Drill/Dance Team	1	\$3,900
HS	Educator Rising	1	\$1,100
HS	Family Ach & Comm Engage Spec (FACES)	1	\$1,500
HS	Field Hockey, Assistant	1	\$3,600
HS	Field Hockey, Head	1	\$5,000
HS	Football, Assistant	6	\$6,000
HS	Football, Head	1	\$8,600
HS	Forensics	1	\$2,500
HS	Golf	1	\$4,000
HS	Gymnastics	1	\$4,000
HS	Indoor Track	2	\$4,000
HS	Lacrosse, Assistant	2	\$3,600
HS	Lacrosse, Head	2	\$5,000
HS	Literary Magazine	1	\$3,600
HS	Marching Band	1	\$4,500
HS	Marching Band, Assistant	1	\$2,600
HS	Newspaper	1	\$5,000
HS	No Place for Hate	1	\$5,000
HS	Orchestra	1	\$4,500
HS	Robotics	1	\$1,600
HS	SCA (Student Council)	1	\$5,000
HS	Science Instructional Safety Liaison	1	\$1,200
HS	Soccer, Assistant	2	\$3,500

LEVEL	SUPPLEMENT	APPROVED FTE'S AT EACH SCHOOL	PWCS Proposed for FY25
HS	Soccer, Head	2	\$5,000
HS	Softball, Assistant	1	\$3,500
HS	Softball, Head	1	\$5,000
HS	Swimming, Assistant	1	\$3,200
HS	Swimming, Head	1	\$5,000
HS	Tennis	2	\$4,000
HS	To Be Assigned - School Year	2	\$1,500
HS	Track, Assistant	2	\$3,200
HS	Track, Head	2	\$4,000
HS	Volleyball, Assistant	2	\$3,500
HS	Volleyball, Head	1	\$5,000
HS	Wrestling, Assistant	1	\$3,600
HS	Wrestling, Head	1	\$5,000
HS	Yearbook	1	\$5,000
MS	Band	1	\$2,600
MS	Band Assistant	1	\$1,600
MS	Choral Director	1	\$2,600
MS	Choral Assistant	1	\$1,600
MS	Orchestra	1	\$2,600
MS	Dramatics	1	\$2,600
MS	Academic Club, Level 1	9	\$1,000
MS	Academic Club, Level 2	6	\$1,200
MS	Athletic Coordinator	1	\$6,000
MS	Baseball, Head	1	\$3,000
MS	Basketball, Assistant (Boy)	1	\$2,500
MS	Basketball, Assistant (Girl)	1	\$2,500
MS	Basketball, Head (Boy)	1	\$3,000
MS	Basketball, Head (Girl)	1	\$3,000
MS	Cheerleader	1	\$2,500
MS	Coordinator of Science Competitive Events	1	\$1,000
MS	Family Ach & Comm Engage Spec (FACES)	1	\$1,100
MS	Football, Assistant	1	\$2,500
MS	Football, Head	1	\$3,000
MS	Intramurals - School Year	3	\$2,000
MS	MS Specialty Programs	1	\$5,000
MS	No Place for Hate	1	\$2,000
MS	Robotics	1	\$1,200
MS	Soccer, Head (Boy)	1	\$3,000
MS	Soccer, Head (Girl)	1	\$3,000
MS	Softball	1	\$3,000
MS	To Be Assigned - School Year	3	\$1,100
MS	Track, Assistant (Boy)	1	\$2,500
MS	Track, Assistant (Girl)	1	\$2,500
MS	Track, Head (Boys)	1	\$3,000
MS	Track, Head (Girl)	1	\$3,000
MS	Volleyball	1	\$3,000
MS	Wrestling	1	\$3,000

LEVEL	SUPPLEMENT	APPROVED FTE'S AT EACH SCHOOL	PWCS Proposed for FY25
MS	Yearbook	1	\$2,000
ES	Family Ach & Comm Engage Spec (FACES)	1	\$1,000
ES	No Place for Hate	1	\$1,000
ES	Robotics	1	\$1,000
ES	SCA (Student Council)	1	\$1,000
ES	To Be Assigned	2	\$1,000
ES	Music	1	\$1,000
Any - When Applicable	Beginning Year Teacher mentor	1	\$750
Any - When Applicable	Lead Mentor	1	\$950
District	Dive Head	1	\$2,800
District	Dive Assistant	1	\$1,700