

**COLLECTIVE BARGAINING
AGREEMENT**

BETWEEN

**PRINCE WILLIAM COUNTY PUBLIC
SCHOOLS**

AND

**PRINCE WILLIAM EDUCATION
ASSOCIATION**

Effective From

July 1, 2024 through June 30, 2027

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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, as amended on December 7, 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 terms “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 Section 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

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 IV – EMPLOYEE RIGHTS

Section 4.1 – Rights as Private Citizens

Employees shall retain their rights as private citizens, including exercising all political rights, without reprisal.

Employees shall not be compelled nor coerced by supervisors to speak or not speak to the School Board on issues relating to the Prince William County Public Schools, nor shall they suffer any reprisal for choosing not to speak or for speaking in favor of or against such issue in their role as private citizens.

Section 4.2 – Legal Redress

Employees who are required by the Division or by subpoena to appear in court related to criminal charges arising out of or related to their job duties shall be granted civil leave for their appearance.

Section 4.3 – Video Surveillance

An Employee and, at the Employee's request, a PWEA representative shall have the right to view any relevant video footage at least three (3) working days in advance of any meeting to discuss disciplinary action.

Section 4.4 – Compensation and Assistance

Whenever a work location move occurs, the Division will provide boxes and needed moving supplies and will move all materials. The Division will collaborate with an Employee to ensure that boxes are moved in a timely manner.

Section 4.5 – Change in Certificated Employee's Curriculum Responsibilities

In recognition of the additional workload required when there is a change, after the first day of preservice week (exclusive of new teacher orientation), in a certified Employee's curricular responsibilities, Employees will be provided additional supports when the changes meet one (1) or more of the following criteria:

1. Change in content or grade level, initiated by the Division, after the first day of preservice week (exclusive of new teacher orientation), without work experience in that content or grade level within the preceding four (4) years.
2. Change in special education programs (Example: reassignment from a Teacher of Students with Autism to the Learning Disabilities Program) initiated by the Division after the first day of preservice week (exclusive of new teacher orientation).

Employees who assume a change in curriculum responsibilities meeting the aforementioned criteria may select up to two (2) of the following options, including but not limited to:

- a. One (1) day (7 hours) of release time for preparation of instructional material. This release time may be taken as a single block of time, or in increments of at least thirty (30) minutes. During release time, the Employee is relieved of their regular duties so that they may focus on the preparation of instructional material.
- b. Participation in a Division-sponsored training workshop.
- c. Seven (7) hours of Professional Development, approved by the Employee's supervisor/principal, which directly relates to the new change.
- d. Other options, as mutually agreed upon with the Employee's supervisor.

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 VI – OTHER TERMS AND CONDITIONS OF EMPLOYMENT

Section 6 – Workload of Certified Employees

Workload is defined as duties defined in the job description and roles and responsibilities.

A. Other Duties as Assigned

Other duties necessary to the best interest of the schools may be required for certified Employees beyond the workday such as bus duty, attendance at meetings and conferences, supervision of student activities, and other similar duties.

B. Class Coverage

1. Teachers, and other certified staff members (e.g., librarians, counselors, ITC), who provide class coverage will be eligible for additional pay at the non-instructional hourly pay rate when the following conditions are met:

- Hold a current certified instructional contract with PWCS;
- Serve as a substitute teacher during their planning period (not duty period or open block);
 - Staff in certified, school-based positions who may not have a designated planning period (e.g., ITC, librarian, math coach) shall also be eligible if they work as a substitute teacher in a period that is not designated as their duty period.
- Serve as a substitute teacher for a minimum of thirty (30) consecutive minutes; and
- Are not already scheduled to work in the class.
 - If a teacher is already scheduled to be in that class (for example, if a SPED or EL teacher is a co-teacher in the same class), additional compensation will not be provided if they fill in for another teacher in that classroom.

ARTICLE VII – LEAVES

Section 7.1 – Union Representatives – Leave Rights

Employees who are approved for educational leave to serve as Union Representatives with the Association are eligible to participate in PWCS insurance programs.

The Association and the Union Representative are responsible for paying both the Employee and employer premiums associated with PWCS insurance programs on a monthly basis. At no time shall the benefit of participating in PWCS insurance programs exceed the period approved for educational leave.

Union Representatives who return to employment immediately following their educational leave of absence shall receive the same step increases that Employees received during the period of their educational leave, provided that they return to the same job grade. Should the Union Representative return to a different job grade, PWCS shall use the appropriate salary placement process.

Employees returning from educational leave after serving as Union Representatives will be eligible to apply for any available position that meets their qualifications, but they are not guaranteed a specific position at any time during this period.

Section 7.2 – Sick Leave

- A. All Employees may use sick leave for themselves, immediate family members, or for permanent residents of the Employee's household. The definition of an immediate family member is husband, wife, father, mother, son, daughter, brother, sister, mother-in-law, father-in-law, son-in-law, daughter-in-law, brother-in-law, sister-in-law, foster child, stepparents, stepchild, legal guardian, child for whom the Employee is legal guardian, and grandparent.
- B. Sick Leave may be used for the following:
 - 1. Medical: Illness, injury, quarantine, or temporary physical or mental incapacity.
 - 2. Parental Leave in accordance with Section 7.11 Parental Leave.
 - 3. For illness or death of a member of the immediate family when bereavement leave has been exhausted in accordance with Section 7.4 Bereavement Leave.
- C. Sick leave must be taken for the purpose for which it was granted per this Agreement. It cannot be interchanged or substituted for another type of leave.
- D. If an Employee is unable, because of accident or illness, to begin work in accordance with the terms of their annual contract or work assignment, such Employee may use accumulated sick leave to his/her credit not to exceed such balances as of June 30 of the immediately preceding school year.

E. All Employees covered under this Agreement shall be credited a lump sum on the first day of each year's contract or work assignment, provided the Employee has actually reported to work. The amount of sick leave granted annually is based on the length of their contract or work assignment as follows for staff beginning work on the first scheduled day of each contract type or assignment.

Certified Staff		Classified Staff	
195 - day:	10 days	250 - day:	13 days
200 - day:	10 days	223 - day:	12 days
209 - day:	11 days	195 - day:	10 days
214 - day:	11 days	188 - 192 day:	10 days
223 - day:	12 days	180 & 182 - day:	9 days

1. For those staff starting mid-year, sick leave will be prorated based on the remaining days in the contract or assignment.
2. Employees may transfer up to a maximum of sixty (60) days accumulated from a public school division as certified by that school division's administration. Sick leave accumulated through Prince William County agencies, up to the maximum amount allowed, will be accepted, as certified by transferring Employee's Department of Human Resources. Transferred sick leave will not be compensable upon separation or retirement from employment and shall be deducted from any sick leave balance requested by the Employee. Request for transfer of sick leave must be made within one year of employment with PWCS.
3. There shall be no limit on the accumulation of sick leave.
4. When a delayed opening or an early release is called for inclement weather, all Employees who previously requested sick leave and received approval will have their leave balance credited for the hours the Division was closed.

F. Compensation for Sick Leave

Compensation for use of sick leave shall be the same as the Employee's regular rate of pay. An Employee's sick leave compensation per diem shall not be greater than the Employee's daily per diem.

G. Reporting Sick Leave

1. It is the supervisor's responsibility to monitor and the Employee's responsibility to report sick leave.
2. In the case of emergencies and/or illness, Employees absent from work requiring the use of sick leave per this Article must notify their supervisor at the beginning of each workday or as soon as possible thereafter and advise of their expected return-to-work date.
3. Requests to use leave in non-emergency situations shall be made at least three (3) working/school days prior to the leave.
 - a. The principal or appropriate supervisor shall provide the status of the request within two (2) working days of the Employee's request.
4. Employees shall record sick leave in no less than 15-minute increments in the time and attendance system. All sick leave is to be recorded within one (1) pay period of leave being taken.
5. When reporting sick leave, the sick leave event code corresponding with the reason sick leave was taken must be recorded in the time and attendance system.
6. Official sick leave records shall be maintained by the Benefits and Compensation Department.
7. The Division shall provide each Employee with an accounting of the number of days of leave they have accumulated and an accessible method to account for such days each school year.
8. The number of days of sick leave credited will be reported in hours and minutes in the time reporting system. The number of hours and minutes debited for each day of sick leave will be based on the number of hours in an Employee's regular workday.
9. In accordance with the "Code of Virginia" § 22.1-301, PWCS reserves the right to require a doctor's certificate at any time should PWCS have a reasonable, good-faith suspicion that misuse of sick leave benefits may have occurred. The term "misuse" as set forth in this Section shall include, but will not necessarily be limited to, evidence of a pattern of call-outs, repeated call-outs before and/or after a Board and/or Superintendent-approved holiday, break, or other School/Division closure, call-outs occurring on the day on which an Employee has previously requested, and been denied, time off, and call-outs on the day immediately preceding or following an extended and previously approved paid or unpaid absence of any kind. All medical certifications will be provided to the immediate supervisor and will be kept confidential.
10. For a sick leave absence or anticipated sick leave absence in excess of three (3) consecutive days, the Employee's direct supervisor shall require the Employee to submit a physician's certificate verifying their absence was due to illness.

- a. Each department/school shall report the Employee using sick leave to the Time and Leave Specialist in the Benefits and Compensation Department. All physician's certifications for illness in excess of (3) consecutive working days must be submitted to the Benefits and Compensation Department and shall not be retained at the Employee's work location.
- b. Physicians' certification must identify the nature of the illness or disability, the date the illness or disability began, and the anticipated return to work date.

H. Unused Sick Leave Compensation

1. Separation Pay: For purposes of separation pay for unused sick leave, only the sick leave earned with PWCS is compensable.
 - a. Formula: Unused accrued sick leave will be compensated at the rate of ten (10) percent of the Employee's per diem or hourly rate at the time of separation.
 - b. Proration of Sick Leave: The Employee's annual allocation of sick leave shall be prorated based on the date of the Employee's separation from PWCS. The amount of sick leave available to the Employee for payout, if any, will be calculated based on the proportion of the year that the Employee has worked.
 - c. Total Amount Payable: The total amount payable to an Employee upon separation will include the prorated, unused sick leave for the current year and all accrued, unused sick leave balances from previous years. Upon separation of employment and/or upon approval for Long-Term Disability, an Employee must request the payment of unused sick days within sixty (60) calendar days or relinquish all rights of payment of accrued, unused sick leave.

2. Transfer

Employees may transfer all such accumulated sick leave to another school division. If no actual transfer has occurred within one (1) year from the date of separation, this option will be forfeited.

Section 7.3 – Personal Leave

- A. All Employees, covered under this Agreement, shall be credited five (5) personal days on the first day of each year's contract or work assignment. For those Employees beginning employment mid-year, personal leave will be prorated based on the remaining days in the contract or assignment.
- B. Personal leave requests are subject to approval by the Employee's principal/director, appropriate supervisor, or their designee, contingent upon whether the absence requested can be accommodated. Personal leave may be denied if the Employee's principal/director, appropriate supervisor, or their designee, determines that the Employee's request cannot be accommodated without reducing the efficiency and effectiveness of educational programs or hindering the Division's ability to continue day-to-day operations.

- C. Personal leave may be taken in fifteen (15) minute increments.
- D. Personal leave may be used for the following purposes:
1. Non-emergency matters that are deemed important by the Employee;
 2. For emergency matters beyond the control of the Employee;
 3. For imperative personal matters pertaining to the Employee's personal health, welfare, and/or safety, that need to be addressed during the regular work day;
 4. In lieu of sick leave for those reasons described in Section 7.2 Sick Leave;
 5. For religious observances; and
 6. For illness or death of individuals not specified in the sick leave policy or for a member of the immediate family when bereavement leave has been exhausted in accordance with Section 7.4 Bereavement Leave.
- E. The procedures for requesting such leave are as follows:
1. Employees requesting personal leave shall submit a request to their principal/director or appropriate supervisor.
 2. Requests to use personal leave shall be made at least five (5) work/school days prior to the leave, except for emergency situations such as, but not limited to, the following: illness, death of individuals not specified in the sick leave policy, and/or catastrophic natural events.
 - a. At the principal or appropriate supervisor's discretion, and only in exceptional circumstances, personal leave may be requested and granted for the day preceding or following a School Division holiday.
 - b. It is the responsibility of the Employee requesting the personal leave to notify the principal/director/supervisor in a timely manner when an emergency leave request does not meet the five (5) day notice requirement to ensure minimal disruption to the work day.
 - c. The principal or appropriate supervisor shall approve or deny the request within two (2) working days of the Employee's request.
- F. Appeals
1. Employees may appeal personal leave requests denied by the principal/director or appropriate supervisor.
 - a. Appeals of the denial shall be submitted in writing to the appropriate associate superintendent or designee and shall provide documentation verifying the reasons for the appeal request.

- b. The appropriate Associate Superintendent, Chief, or designee shall either approve or deny the appeal request and notify the Employee in writing.

G. Delayed Opening or Early Release

When a delayed opening or an early release is called for inclement weather, all Employees who previously requested Personal leave and received approval will have their leave balance credited for the hours the Division was closed.

- H. Employees' submission of their requests for Personal Leave shall be through the electronic time and attendance system and in compliance with the intent of this Agreement.

- I. If an Employee resigns mid-year, Personal leave shall be prorated up to the date of the Employee's separation based on days worked in their contract or assignment.

Section 7.4 – Bereavement Leave

- A. Up to three (3) days of paid bereavement leave per year, separate from all other types of leave, may be granted in the event of a death in the immediate household or immediate family as defined in Section 7.2(A) of this Agreement. Paid bereavement leave is limited to a maximum of three (3) days per year.

- B. Bereavement leave shall not be cumulative. The Employee may use up to seven (7) additional days of their accumulated sick leave or personal leave per year for bereavement.

Section 7.5 – Closure Leave

During an emergency closure for inclement weather conditions, all Employees shall continue to receive compensation, including, but not limited to, salaries, wages, and fringe benefits.

Section 7.6 – Holidays

Holidays, as defined annually by the Board, are unpaid.

Section 7.7 – Civil Leave

- A. Employees shall be granted leave with pay to attend job-related legal proceedings. No Employee shall be granted civil leave for personal legal proceedings where the Employee is a party. Employees must use their accrued personal or annual leave or take leave without pay for personal legal matters requiring time off from work. Exceptions are made for jury duty and court appearances or depositions required by subpoenas for legal proceedings in which the Employee is not a party.

- B. Jury Duty

1. Employees who receive a notice or summons for jury duty shall be granted civil leave by their managers for jury duty service.
2. Employees shall notify their managers immediately after receiving a summons.

3. Upon completion of jury duty, Employees must submit to their manager certification from the court verifying the jury duty service.

C. Employee Subpoena or Summons

1. The manager shall grant civil leave, not to exceed a maximum of three (3) days per year, to the Employee who receives a subpoena.
2. Employees shall submit a copy of the subpoena to their manager. Any request for an extension of civil leave, along with documentation verifying the need for additional civil leave, should be submitted to the Director of Benefits and Compensation.
3. If civil leave beyond three (3) days is required, the Employee shall be approved by the Director of Benefits and Compensation and submit a written request to their immediate supervisor for approval.
4. Employees who are required by the Division or by subpoena or summons to appear in court related to criminal charges against students shall be granted civil leave for their appearance.

D. Officer on Election Duty

1. Employees are eligible to receive civil leave to perform the duties of an Officer of Election, provided they give reasonable notice to their manager. Upon return to work, a copy of the notice from the Department of Elections stating where and on what dates the officer has been assigned to work for a specific election shall be submitted to the Employee's manager.

E. Compensation of Approved Civil Leave

1. Each civil leave day used in accordance with the provisions of this Agreement shall be compensated at the Employee's per diem rate.
2. Any payment received from the court may be retained by the Employee.
3. It is the manager's responsibility to monitor and report civil leave absences. Employees shall input civil leave in no less than 15-minute increments through the time and leave system upon the Employee's return and no later than the close of business on the last input day in the current pay cycle.

Section 7.8 – Child School Event Leave

- A. Child School Event Leave is a form of paid leave that allows all Employees to attend special school events.
- B. Employees may be granted child school event leave to attend their child's parent/teacher conferences, eligibility meetings, Touch Base, Individual Education Plan (IEP), student

disciplinary meetings, K-12 graduations, and other approved school conferences and/or student achievement celebrations.

- C. A child is defined as an Employee's child(ren) by birth, adoption, or placement for adoption, step-child(ren) of a current marriage, certain eligible foster child(ren), or child(ren) to whom the Employee has been granted legal guardianship or legal custody. For the purpose of this Agreement, a child shall be a pre-K through 12-grade student.
- D. This leave is not intended for day-long or multiple-day and is limited to a maximum of four (4) hours per instance.

Section 7.9 – Family Medical Leave

A. Purpose

The purpose of this Section of the Agreement is to provide procedures by which family medical leave shall be processed under the Family and Medical Leave Act (FMLA) of 1993, as amended. This Agreement is intended to be consistent with FMLA. In the event of any inconsistency between this Agreement and the FMLA, the FMLA will govern. Should there be conflicting provisions in other Division regulations or this Agreement regarding FMLA, Section 7.9 of this Agreement shall take precedence for all Employees covered under this Agreement. This Section of the Agreement will also run concurrently with all other applicable Division leave regulations.

B. Description

Family medical leave is leave with pay (using accrued leave balances) or leave without pay granted for the following:

1. Eligible Employee's serious health condition for a period not to exceed twelve (12) weeks;
2. The birth or adoption of a child or the placement of a foster child for a period not to exceed twelve (12) weeks;
3. The care of a spouse, child, or parent with a serious health condition for a period not to exceed twelve (12) weeks;
4. The care of a seriously ill or injured activity duty U.S. service of whom the eligible Employee is the spouse, child, parent, or next of kin (as defined by the Department of Defense) for a period not to exceed twelve (12) weeks;
5. The management of personal affairs (otherwise known as exigencies) while the spouse, child, parent, or next of kin of the National Guard or Reserves is on active duty in support of a contingency operation for up to twenty-six (26) weeks.

C. Eligible Employees for FMLA Leave

1. The Employee must have worked for the Division for at least twelve (12) months and;
2. For at least 1250 hours during the twelve (12) month period immediately preceding the projected date of commencement of the FMLA leave.

D. Definitions

1. The term “parent” means the biological, adoptive, step, or foster parent of an Employee or an individual who stands or stood in *loco parentis* to an Employee when the Employee was a minor. This term does not include parents “in law.”
2. The term in *loco parentis* means if that person provides day-to-day care or financial support for a child. Employees with no biological or legal relationship to a child can stand in *loco parentis* to that child and are entitled to FMLA leave.
3. The term “son or daughter” (or child) means a biological, adopted or foster child, stepchild, a legal ward, or a child of a person standing in *loco parentis*, who is (i) under 18 years of age or (ii) 18 years of age or older and incapable of self-care because of mental or physical disability.
4. “Incapable of self-care” means that the individual requires active assistance or supervision to provide daily self-care in several of the “activities of daily living,” as defined in the FMLA.
5. The term “spouse” means a husband or wife as defined or recognized under Virginia law for purposes of marriage.
6. The term “serious health condition” means an illness, injury, impairment, or physical or mental condition that involves:
 - a. Inpatient care in a hospital, hospice, or residential medical care facility including any period of incapacity or any subsequent treatment in connection with or consequent to such inpatient care; or
 - b. Continuing treatment by a health care provider for a “serious health condition” involving any period of incapacity resulting in the inability to work, to attend school, or perform other regular daily activities of more than three calendar days; a chronic health condition; a long-term health condition for which treatment may not be effective; conditions requiring multiple treatments; or for pregnancy or prenatal care; or
 - c. Voluntary or cosmetic treatments which are not medically necessary, are not considered serious health conditions, unless inpatient hospital care is required, or complications develop.
7. The term “continuing treatment by a health care provider” means one or more of the following:

- a. The Employee or family member is treated by a health care provider or by a provider of health care services under orders of, or referral by, a health care provider two or more times in a 12-month period for the injury or illness or the Employee or family member is treated by a health care provider on at least one occasion which results in a regimen of continuing treatment with the supervision of the health care provider.
 - b. The Employee or family member is under the continuing supervision of a healthcare provider due to a serious long-term or chronic condition.
8. The term “reduced leave schedule” means a leave schedule that reduces the usual number of hours per work-week, or hours per workday of an Employee for a period of time.
 9. The term “intermittent leave” is FMLA leave taken in separate blocks of time due to a single qualifying reason.
 10. The term “Related to Family Relationships under Military Caregiver Leave or Military Caregiver” means the inclusion of a “spouse,” “parent of a covered service member,” “son or daughter of a covered service member,” “next of kin of a covered service member,” and “son or daughter on active duty or call to active-duty status,” as those terms are defined under the FMLA.
 11. “Qualifying Exigency” under FMLA Military Caregiver Leave means a non-medical activity directly related to the covered service member’s active duty or call to active duty status.
 12. The term “instructional Employees” refers to those Employees whose principal function is to teach and instruct students in a class, a small group, or an individual setting. The FMLA defines “instructional Employees” to include not only teachers but also athletic coaches and driving instructors. It does not include, and the special rules in Section I do not apply to, teacher assistants, aides, or special education assistants (such as signers for the hearing impaired), who do not have as their principal job actual teaching or instructing, nor does it include auxiliary personnel such as counselors, psychologists, or curriculum specialists. It also does not include cafeteria workers, maintenance workers, or bus drivers.

E. Permissible Uses of FMLA Leave

1. In General
 - a. Except as what is provided for in Military Family Leave under FMLA, an eligible Employee shall be entitled to a total of twelve (12) work weeks of FMLA leave during a 12-month period. The 12-month period will begin on the first day any eligible Employee uses FMLA leave and will end 364 days later.
 - b. An eligible Employee may take FMLA leave for any one or more of the following reasons:

- i. The birth of a son or daughter of the Employee, or in order to care for such son or daughter;
 - ii. The placement of a son or daughter with the Employee for adoption or foster care and to care for the newly placed child;
 - iii. The Employee is needed to care for his/her spouse, son, daughter, or parent if such spouse, son, daughter, or parent has a serious health condition or
 - iv. A serious health condition that makes the Employee unable to perform one or more of the essential functions of his or her position.
- c. The entitlement to FMLA leave for a birth, or adoptive or foster care placement, of an Employee's son or daughter, shall expire twelve (12) months after such birth or placement.
- i. Eligible spouses as defined in this article who are both eligible for FMLA leave and employed by the Division may each take up to twelve (12) weeks of FMLA leave during the same 12-month period for the birth of the Employee's child, adoptive or foster care placement of a child with the Employee, or to care for a parent (but not a parent-in-law) with a serious health condition.
 - ii. The total work hours during which the Division is closed do not count against an Employee's total FMLA leave entitlement

2. FMLA Leave Taken Intermittently or on a Reduced Leave Schedule

- a. FMLA Leave for the birth, adoptive, or foster care placement of a child with an Employee shall not be taken by an Employee intermittently or on a reduced leave schedule without the advance written authorization of the Employee's immediate supervisor and the Director of Benefits and Compensation.
- b. However, the authorization of the Employee's immediate supervisor or the Director of Benefits and Compensation is not required for intermittent or reduced schedule FMLA leave during which the mother has a serious health condition in connection with the birth of her child or if the newborn child has a serious health condition.
- c. FMLA Leave for a serious health condition of an Employee or an Employee's spouse, parent, or child may be taken intermittently or on a reduced schedule when "medically necessary," as defined under the FMLA. The Director of Benefits and Compensation (or designee) may require the Employee to transfer temporarily, during the period that the intermittent or reduced leave schedule is required, to an available alternative position for which the Employee is qualified, with equivalent pay and benefits and, in the opinion of the Employee's immediate supervisor, or the Director of Benefits and Compensation (or designee), better accommodates recurring periods of leave than the regular employment position of the Employee.

d. FMLA leave taken intermittently or on a reduced leave schedule shall be counted in the increments actually taken.

3. Paid Leave and FMLA Leave to Run Concurrently

An Employee eligible for FMLA leave must use any paid annual leave, paid parental leave, sick leave, or personal leave for which he/she is entitled under circumstances that would qualify as an FMLA-qualifying reason set forth in this Agreement. That period of paid leave will run concurrently with any available FMLA leave, before any unpaid non-FMLA leave may be used for his/her own serious health condition or for the serious health condition of a parent, spouse, or child.

4. Designation of FMLA Leave

If not initially designated as FMLA leave by the Employee, the Division may designate a request for paid or unpaid leave as FMLA leave if, based on the information the Employee provides about the reason for the leave request, the Division determines within five working days of the leave request that it is an FMLA-qualifying reason. The Division will provide written notice to the Employee when such a designation is made. The Division may also retroactively designate leave as FMLA leave with appropriate notice to the Employee. Consistent with Section E. 3, the Employee's available FMLA leave shall run concurrently with any paid or non-FMLA unpaid leave taken.

F. Foreseeable and Unforeseeable FMLA Leave

1. Notice – In any case in which the necessity for FMLA leave is foreseeable based on an expected birth of an Employee's child, adoptive or foster care placement of a child with an Employee, or planned medical treatment of an Employee or an Employee's parent, spouse, or child, the Employee shall request such FMLA leave not less than thirty (30) days before the date the FMLA leave is to begin, except that if the date of the birth or placement, or medical treatment requires the FMLA leave to begin in less than thirty (30) days, the Employee shall provide as much notice as soon as practicable.
2. Duties of the Employee – In any case in which the necessity for FMLA leave for the serious health condition of an Employee or of an Employee's spouse, parent, or child is foreseeable, based on planned medical treatment, the Employee shall make a reasonable effort to schedule the treatment so as not to disrupt unduly the operations of the Division.
 - a. The Employee shall refrain from performing their duties while on FMLA Leave. Instances of time that are considered de minimis or insignificant may be worked. These are brief and infrequent periods that are impractical to record accurately.
3. Requests for FMLA Leave – Requests for FMLA leave, whether foreseeable or unforeseeable, shall be made in writing to the Benefits and Compensation Department or designee.

4. Unforeseeable FMLA Leave – When the approximate timing of the need for leave is not foreseeable, the Employee must provide notice to the Division as soon as practicable under the particular facts and circumstances.
5. Sufficiency and Timing of Notice - The notice provided by the Employee must be sufficient for the Division to determine if the leave is potentially FMLA-qualifying. Failure of the Employee to provide sufficient information may result in the denial of FMLA protections during the leave period if the Division cannot determine whether the leave is FMLA-qualifying. When an Employee fails to give timely advance notice as soon as practicable under the particular facts and circumstances, whether the need for leave is foreseeable or unforeseeable, the Division may delay FMLA coverage for the leave depending on the facts of the particular case, for periods of time consistent with FMLA.
6. Eligibility Notification – The Division will provide written notification to an Employee of whether the Employee is eligible to take FMLA leave (and, if not, at least one reason why the Employee is ineligible) within five (5) business days of the Department of Benefits and Compensation receipt of the Employee’s request.
 - a. The Division shall provide the Employee with their rights and responsibilities under FMLA when providing approval or denial. The letter shall include, but not be limited to, the following:
 - i. A definition of the 12-month period the Division uses to keep track of FMLA usage; and
 - ii. If there is a requirement for the Employee to provide medical certification from a healthcare provider, and
 - iii. The Employee’s right to use paid leave; and
 - iv. The Employee’s right to maintain health benefits and whether the Employee will be required to make premium payments.

G. Employment and Benefits Protection

1. The Benefits and Compensation Department may require an Employee on FMLA leave to report periodically on the status and intention of the Employee to return to work.
2. An Employee who takes FMLA leave under this regulation shall, upon return from FMLA leave, be restored to the position he/she left or to an equivalent position with equivalent benefits, pay, and other terms and conditions of employment.
3. As a condition of restoring an Employee to work, an Employee who takes FMLA leave for his/her own serious health condition shall provide the Benefits and Compensation Department with a certification of fitness for duty from the health care provider, on the prescribed FMLA form, that the Employee is fully able to resume work.

4. If the Employee does not return to work after the expiration of the FMLA leave because of reasons specified in this Agreement, the Benefits and Compensation Department may require the Employee to provide a certification from a health care provider. The cost for such certification shall be at the Employee's expense, consistent with the FMLA.
5. If the Employee fails to provide the required medical certification of the Employee's fitness for duty within 30 days of the request, the Employee will be obligated to repay all health benefit premiums paid by the Division during the period of FMLA leave or coverage will be retroactively canceled based on the Employee's last premium contribution, and the Employee will no longer be entitled to reinstatement under the FMLA.
6. During the period of FMLA leave, the Division shall maintain the Employee's coverage under the Division's health plan at the Employee's level of coverage existing prior to taking the FMLA leave. During this time the Employee is responsible to pay the Employee portion of the premium. An Employee may choose not to retain their coverage during the FMLA leave. However, when the Employee returns from FMLA leave, the Employee's health plan coverage shall be entitled to be reinstated at the same level of coverage, or change in level based on any qualifying change in status that may have occurred.
7. The Division may recover any premiums that it paid for maintaining benefit coverages for an Employee during the period of unpaid FMLA leave or retroactively cancel coverage based on the Employee's last premium contribution.

H. Certification and Other Notifications

1. An Employee requesting FMLA leave on account of a health condition must submit a medical certification on the FMLA form provided by the Benefits and Compensation Department (Attachment I – Employee Certification or Attachment II – Family Member's Certification) within fifteen (15) calendar days of the Division's request for such medical certification. The Employee shall have seven (7) calendar days to cure any deficiencies in the certification identified by the Division.
2. If, after review of the submitted certification, the Benefits and Compensation Department has reason to doubt the validity of the certification for FMLA leave, the Director of Benefits and Compensation (or designee) may require that the Employee obtain a second opinion of a provider designated or approved by the Director of Benefits and Compensation (or designee) concerning any information in the certification. The second opinion shall be at the Division's expense.
3. If the second opinion differs from the original certification, the Director of Benefits and Compensation (or designee) may require that the Employee obtain a third opinion of a provider jointly approved by the Employee and the Benefits and Compensation Department. The third opinion shall be final and binding and shall be at the Division's expense.

4. The Benefits and Compensation Department may require an Employee to obtain subsequent certifications on a reasonable basis during the period the Employee is on FMLA leave. Reasonable basis is no more than every thirty (30) calendar days.
5. Should the Employee fail to provide the required medical certification, the Employee's request for FMLA leave may be denied, and any FMLA leave already taken by the Employee following the expiration of the 15-day time period with respect to this request may be re-designated as non-FMLA leave. The Division will provide the Employee with notice of such re-designation. In such cases the Employee will not be entitled to FMLA leave protections and is no longer eligible for reinstatement under the FMLA.
6. If while the Employee is on FMLA leave, the Employee fails to provide the Benefits and Compensation Department with any recertification requested, the Division may deny continuation of the FMLA leave protections until the Employee produces a sufficient recertification. If the Employee never produces the recertification, any leave taken after the deadline set for returning the recertification will be re-designated as non-FMLA unpaid leave, and the Employee is no longer entitled to reinstatement under the FMLA.

I. Special Rules Applicable to Instructional Employees

1. If an instructional Employee begins FMLA leave more than five (5) weeks before the end of the school year or semester, the Employee may be required to continue taking FMLA leave until the end of that school year or semester if the FMLA leave will last at least three (3) weeks in duration, and the Employee would return to work during the last three (3) weeks of that school year or semester.
2. In the case of an Employee who elects to take leave until the end of the school year or semester but is ready and able to return to work prior to the end of that period, only the period of leave until the Employee is ready and able to return to work shall be charged against the Employee's FMLA leave entitlement. The Division shall treat the Employee's election for leave for the remainder of that period to be a request for leave without pay and charge as such in accordance with Section 7.10 of this Agreement.

Section 7.10 – Leave Without Pay

- A. The Division values the well-being of its Employees. Therefore, it encourages Employees to make use of the breaks and options available in the school calendar when planning personal or family events, travel, or vacations. However, the Division also understands that unforeseen circumstances may occur, and that Employees may need to request leave without pay in such cases. The Division will consider such requests on a case-by-case basis and grant them when operations, school effectiveness, and efficiencies are not significantly affected.
- B. Previous leave usage, patterns of attendance, Employee responsibilities, and the needs of the school or division will be considered when evaluating leave without pay requests.

- C. Leave without pay, not to exceed five (5) days per year, may be requested by the Employee in advance and approved by the Employee's immediate supervisor. Requests for full-day leave without pay beyond more than five days per year must be submitted in writing to the Director of Benefits and Compensation (or designee) for prior approval. Any request for partial-day Leave without pay may be approved by the supervisor. Requests for any Leave without pay will not be approved retroactively.
- D. Leave without pay will only be considered when an Employee has exhausted all available applicable paid leave.
- E. Types of Leave Without Pay

Leaves of Absence Without Pay include: family medical leave (see Section 7.9 of this Agreement”), parental leave, military leave, temporary leave for service in public office, educational leave (see Regulation 542-3, “Temporary Leave”), leave of absence due to extenuating circumstance of a pandemic or other disaster resulting in a State of Emergency, and any other leave taken under this regulation that may be authorized by the Director of Benefits and Compensation (or designee). However, to the extent that an Employee is entitled to use and has paid leave available under any other Prince William County School Board policy and regulation, the Employee must use paid leave first.

1. Parental Leave of Absence without Pay

- a. Employees with three (3) or more consecutive years of service with PWCS immediately prior to the start of the leave shall be entitled to a parental leave of absence without pay not to exceed two (2) years for the reasons set forth in Section 7.11 of this Agreement. Employees with at least one (1) year, but less than three (3) years of service, immediately prior to the start of the leave shall be entitled to one (1) year of a parental leave of absence without pay for the birth or adoption of a child. This leave is separate from Parental paid leave and the unpaid leave available under the FMLA for the reasons set forth in Section 7.11 of this Agreement. An Unpaid parental leave of absence must be requested and start immediately after FMLA has concluded.
- b. Employees requesting parental leave must provide reasonable, advance notice of the expected birth or adoption (30 days or more recommended) by submitting in writing to the Director of Benefits and Compensation (or designee) a parental leave request. In the case of adoption, notification of the *de facto* custody shall be submitted to the Director of Benefits and Compensation (or designee) upon the date of custody.
- c. Parental leave without pay is not job protected leave and the Employee's position may be released for immediate staffing. Upon completion of the leave without pay the Employee will be eligible to apply for any available position that meets their qualifications, but at no time during this period is the Employee guaranteed a position. If the Employee does not return to active employment after the maximum

amount of allowable parental leave, the Employee is considered to have voluntarily resigned.

2. Leave for Service in Public Office

- a. Leave without pay, not to exceed two (2) years, may be granted by the Director of Benefits and Compensation (or designee) to Employees to run for or serve in public office. A request for leave without pay must be submitted at least 30 days prior to the requested effective date of the leave.
- b. Leave approved for public service is not job protected leave and the Employee's position may be released for immediate staffing. The Employee will be eligible to apply for any available position that meets their qualifications, but at no time during this period is the Employee guaranteed a specific position. If the Employee does not return to active employment after the maximum amount of allowable time for the Leave for Service in Public Office, the Employee is considered to have voluntarily resigned.

3. Educational Leave:

- a. The Director of Benefits and Compensation (or designee) may grant educational leave without pay to Employees for up to four years in accordance with PWCS Regulation 544-1(IV)(E) (Educational Leave, as revised 12/11/19). For leave to be approved, the Employee must provide documentation showing enrollment in either an undergraduate study program of at least twelve 12 hours per semester or a graduate study program of at least nine hours per semester, or the equivalent thereof, and must have a satisfactory evaluation performance. Additionally, the area of study must be related to the Employee's position in public education.
- b. The Employee requesting educational leave must submit to the Director of Benefits and Compensation (or designee) an educational leave request in writing for review and approval prior to the start date of the requested educational leave. Educational leave is not job-protected leave and the Employee's position may be released for immediate staffing. The Employee will be eligible to apply for any available position that meets their qualifications, but at no time during this period is the Employee guaranteed a position. If the Employee does not return to active employment after the maximum amount of allowable time for Educational Leave, the Employee is considered to have voluntarily resigned.
- c. Employees requesting leave in order to serve full-time with a local or state educational association will be reported to the Virginia Retirement System (VRS) on educational leave-without-pay status and not as active Employees. Such Employees must seek preapproval of such leave from the Director of Benefits and Compensation and may request that VRS allow them to purchase up to four years of service credits as educational leave upon return to active service with PWCS. However, VRS rules shall determine eligibility for such purchases and may limit the years of service depending upon whether the Employee has previously

purchased service. PWCS does not control an Employee's eligibility to purchase service under this provision and shall not purchase such service years on the Employee's behalf.

- d. Educational leave granted to allow an Employee to serve his/her educational association is not job-protected leave and the Employee's position may be released for immediate staffing. Upon completion of service for the local or state educational association, PWCS shall make a good faith effort to return the Employee to a position within PWCS for which he/she is qualified but cannot guarantee re-employment or re-employment in the position or location which the Employee held at the time he/she left active employment.

4. Other Leave

- a. The Director of Benefits and Compensation (or designee) may grant other leave to cover an unusual situation. The period of additional leave without pay shall not exceed fifteen (15) consecutive workdays. Should the request for other leave without pay exceed fifteen (15) consecutive workdays the Employee will be referred to Human Resources to determine employment options. Prior to the anticipated start date of the requested additional leave without pay, the Employee shall submit the leave request in writing to the Director of Benefits and Compensation (or designee). The leave request shall identify the reason for the additional leave without pay and the amount of additional leave being requested. If the Employee does not return to active employment after the approved leave, the Employee is considered to have voluntarily resigned.

5. Return to Work from Approved Leave Taken Under this Agreement

- a. An Employee on approved unpaid leave under this Agreement may be permitted to work as a substitute teacher or in another temporary hourly position when there is a demonstrated need based on the educational and business needs of the Division.
- b. At the conclusion of an approved unpaid FMLA-covered leave, the Employee shall be placed in the position the Employee held when the leave began, or a similar position with equivalent benefits, pay, and other terms and conditions of employment. All Employees returning from a leave without pay under FMLA are required to contact the Human Resources Department prior to returning to their work location.
- c. All benefits to which an Employee was entitled at the time the leave of absence without pay taken under this Agreement commenced may be reinstated if the Employee is placed in an eligible position. Should an Employee fail to return from an authorized leave of absence under this regulation, remaining accrued leave benefits to which an Employee was entitled at the time the leave of absence without pay taken under this regulation commenced may be paid out upon request to the degree they are eligible for payment.

Section 7.11 – Parental Paid Leave

1. Employees covered under this Agreement will be considered eligible for Parental Paid Leave if they have been:
 - a. Consecutively employed by PWCS in a benefits-eligible position for a minimum of one (1) calendar year (i.e., 365 days) immediately preceding the first day of the leave; and
 - b. Approved for Family & Medical Leave (FMLA).
2. Provided Employees meet the above eligibility requirement, the birthing parent may seek six (6) weeks (or a maximum of 30 working days) of paid leave for any absence from work due to the birth or placement of their child (ages 0-17) for adoption or foster care or following a surrogate birth. This leave may be used one time during a 12-month period, calculated on a rolling backward calendar basis (i.e., each time an Employee requests additional parental paid leave, PWCS uses the first day of the anticipated leave and measures 12 months back from it). If the Employee is giving birth, they must apply for and be approved for short-term disability.
3. Parental leave must be taken immediately following the qualifying event. However, for placement of their child (ages 0-17) for adoption or foster care, the leave can also be prior to receiving custody if necessary, in order to fulfill the requirements for adoption or foster care.
4. This paid parental leave will run concurrently with Family & Medical Leave (FMLA) and with short-term disability (for the birthing parent).
5. Additional time beyond the six weeks of paid parental leave may be taken provided the Employee has not yet exhausted their FMLA leave and is subject to the regulations regarding the Family Medical Leave Act. This additional time will be paid if the Employee has leave balances remaining (sick, personal, or annual leave). If no leave is available, the balance of any such additional leave period will be leave without pay.
6. Employees shall make applications for paid parental leave in writing to the Director of Benefits and Compensation or designee. When possible, such a request must be made at least thirty (30) days prior to the date on which such leave is requested to begin. The leave request must state a return to work date, which may be extended as circumstances require.
7. Early return from leave: An Employee who has been granted parental leave and desires to return to service during the leave period may return at a time mutually agreeable to the Employee, the supervisor, and the Director of Benefits and Compensation or designee. If the requested return is prior to the medical release date of the birthing parent, the Employee shall provide a medical release to return to work with or without restrictions.
8. PWCS will comply with Virginia Code § 2.2-3909. Causes of action for failure to provide reasonable accommodation for known limitations related to pregnancy, childbirth, or related medical conditions, and any other applicable federal, state, and local laws.

9. Under this Agreement, non-birthing parents, either through the birth of a child or through the adoption of a child or surrogacy, have six weeks of paid leave. This leave is applicable under the following conditions:
 - a. The Employee meets the criteria set forth in Section 7.11(1)(a)-(b).
 - b. The Employee must request their intention to take leave paid parental leave in writing to the Director of Benefits and Compensation or their designee. The request must include a verifying document, such as a birth certificate, adoption certificate, or hospital record, verifying the child's birth or adoption, the anticipated start date, and the duration of the leave.
 - c. The leave shall be taken within the first six months following the date of birth or adoption of their child.
 - d. The six weeks or any portion of the six weeks of leave must be taken for one period and shall not be taken intermittently.
 - e. During the parental leave the Employees will receive only their regular salary during this period.
 - f. Upon completion of the leave, the Employee is expected to return to their regular work duties. If the Employee wishes to extend their leave beyond six weeks, they should discuss their intentions with their supervisor and the Department of Benefits and Compensation.

Section 7.12 – Military Leave

Employees and officers of the Division who are absent from their employment for approved military service shall be compensated and reemployed upon their return as provided by state and federal law.

Section 7.13 – Professional Leave

- A. Professional leave may be granted to Employees who request leave to participate in activities that contribute to improved job performance. Activities for which professional leave is approved must be directly related to the Employee's work or work performance.
- B. Leave for Employees covered under this Agreement to attend official conferences of their local professional organization's local, state, and/or national affiliate is addressed in Article 3, Section 3.8(B) (Leave for Association Conferences) of this Agreement. This leave shall be treated as professional leave.
- C. All other professional leave shall be handled as follows. A principal/director or supervisor will give consideration to the following factors in approving requests for professional leave:
 1. Availability of a suitable substitute, if applicable;

2. Impact of the Employee's absence on the total program;
 3. The professional development aligns with the Strategic Plan and/or the school's Continuous Improvement Plan (CIP).
 4. Potential contribution of the leave activity to the Employee's job performance;
 5. Degree of individual participation in the leave activity;
 6. Number of previous requests by the Employee that have been approved;
 7. The Employee's general attendance and performance record; and
 8. Number and frequency of requests of Employees at the work location
- D. After careful consideration of the approval factors for professional leave the Employee's principal/director or supervisor may approve or deny leave for the Employee's professional development.
- E. The Employee is responsible for providing documentation of actual participation in activities for which professional leave has been approved.
- F. The Division reserves the right to deny leave to Employees if it disrupts the school's efficiency and effectiveness of educational programs and ability to continue day-to-day operations.

ARTICLE VIII – SALARIES, STIPENDS AND BENEFITS

Section 8.1 – National Board Certification Application Fees Reimbursement

A. Wage Scales

Each Employee's salary for the current school year shall be determined by the Employee's placement on the base salary schedules in this Agreement. For the 2024-2025 school year, Employees shall be paid in accordance with the scales attached as Exhibits 1 and 2. Employee salaries will be adjusted based on the scheduled number of hours or workdays in the Employee's contract or position assignment.

B. Step Placements

1. Certified and classified Employees on Steps 1-29 (as of June 30, 2024) will advance a Step on July 1, 2024, on their respective pay scale.
2. Classified Employees on Step 30 (as of June 30, 2024) will remain on Step 30 of the Classified Scale.
3. Classified Employees on Step 31 (as of June 30, 2024) will be placed on Step 30 of the Classified Scale.
4. Certified Employees that have completed 12-20 years of experience (as of June 30, 2024) will advance an additional Step on July 1, 2024, on their respective pay scale.

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.

Section 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.

Section 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.

Section 8.8 – Provisions Governing Employees' Salary Schedule

A. Certificated Advancement

1. Salary upgrades for college credits and degrees earned from an accredited* college or university are available for Employees on the teacher salary scale that require Virginia Department of Education (VDOE) or respective State Board licensure. Employees applying for a salary upgrade must submit to the Office of Certification a salary upgrade form and an official or unofficial transcript of the course(s) work completed and/or degree awarded. Upgrade requests and documents shall be processed twice a year.

- a. When documentation is received by September 30 the upgrade shall become effective the first semester of the contract year.
- b. When documentation is received by January 31 the upgrade shall become effective February 1 of the second semester of the contract year.
- c. No retroactive payment shall be made for upgrade information received in the Office of Certification after the specified deadline.

2. Salary upgrades shall be available at the following increments:

Bachelor's degree plus 15 semester hour credits (BA+15)	Bachelor's degree, plus 15 graduate or undergraduate semester credit hours and a current, valid Virginia teaching or State Board license (The 15 credit hours do not include courses that were used to meet the requirements of the bachelor's degree).
Master's degree (MA)	Conferral of master's degree and a current, valid Virginia teaching or State Board license.
Master's degree plus 30 semester hour credits (MA+30)	Conferral of master's degree, plus 30 graduate or undergraduate semester credit hours and a current, valid Virginia teaching or State Board license. Or a master's degree with a total of more than 60 graduate semester credit hours and a current, valid Virginia teaching or State Board license.
Doctoral degree (includes Juris Doctorate)	Conferral of doctoral degree and a current, valid Virginia teaching or State Board license.

To qualify for salary upgrades the following criteria must be met:

- a. Course work reflecting semester credits or degrees earned must be from an accredited* institution.
 - b. Undergraduate or graduate hours used for receipt of the BA+15 or MA+30 supplement must have been earned after the degree was awarded or be supported by evidence that the courses were not used to meet the requirements of the bachelor's or master's degree.
3. New or current Employees on the teacher scale eligible to receive salary upgrades resulting from degrees and course work completed pursuant to this section shall remain on the same step and grade. The new salary resulting from the upgrade shall be computed and prorated in accordance with Section.

* The term “accredited,” as used herein, refers to a four-year institution of higher learning approved by the Virginia State Board of Education or, in the case of out-of-state institutions, by their own state boards of education and by recognized regional and national accrediting agencies. International school credits must be approved by the Virginia Board of Education.

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.

IN WITNESS WHEREOF, the parties to this Agreement have caused their names to be subscribed below by their duly authorized officers and representatives on this _____ day of _____, 2024.

Prince William County Public Schools

Prince William Education Association

Babur B. Lateef
Chairman At-Large

Maggie Hansford
President

**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

LEVEL	SUPPLEMENT	APPROVED FTE'S AT EACH SCHOOL	PWCS Proposed for FY25
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
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

LEVEL	SUPPLEMENT	APPROVED FTE'S AT EACH SCHOOL	PWCS Proposed for FY25
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
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	5	\$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

Employees working as ticket takers at high school athletic events shall be paid \$13.50 per hour of additional compensation, with a guarantee of at least 3.5 hours. Employees working as ticket takers at middle school athletic events shall be paid \$13.50 per hour of additional compensation, with no minimum guarantee.