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School Board Resolution for Collective Bargaining in Alexandria City Public Schools

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

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

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

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

WHEREAS, collective bargaining gives the Alexandria City School Board the opportunity to provide the best services and education to the citizens of Alexandria through shared objectives, rights, and responsibilities; and

WHEREAS, collective bargaining on matters relating to wages, hours, benefits, safety, and other terms and conditions of employment is the appropriate means to establish and foster cooperative relations between the School Board, its administrators, and its employees; and

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

NOW, THEREFORE, BE IT RESOLVED that the Alexandria City School Board hereby recognizes the right of school employees to freely organize, form, join, assist, or participate in employee associations; to collectively bargain with respect to matters relating to wages, hours, benefits, safety, and other terms and conditions of employment; and to engage in other concerted activities for mutual aid and protection; and

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

BE IT FURTHER RESOLVED that the framework for assuring the effective and orderly process of collective bargaining in good faith shall include the following:

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

A. “Bargaining unit” means a group of employees with common employment duties, license requirements, and/or interests who desire an exclusive representative for the purpose of collective bargaining and who demonstrate sufficient interest to trigger an election for an exclusive representative. Nothing in this section shall be interpreted to imply that more than one unit must seek certification at the same time. There shall

ultimately be three bargaining units of Alexandria City Public School employees, as follows:

1. Licensed Personnel – means any non-administrative employee whose school employment requires a license from the Virginia Board of Education or Virginia Department of Health Professions. This includes, but is not limited to, all teachers, school counselors, specialists, librarians, ITRTs, school psychologists, social workers, speech pathologists, and department chairs.
2. Education Support Professionals – means all employees except Administrative Personnel and Licensed Personnel.
3. Administrative Personnel – means principals, assistant principals, and supervisors who are required by their job description to have an endorsement issued by the Virginia Department of Education in administration and supervision preK-12, or who have actual authority to hire, suspend, layoff, recall, or discharge other employees.

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

C. “Employee” means an employee of the Alexandria City School Board, including, but not limited to, employees who are probationary, temporary, hourly, and substitutes as well as those Alexandria City School Board employees assigned to charter schools, regardless of contract status.

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

E. “Employer” means the Alexandria City School Board.

F. “Exclusive Representative” means an Employee Association certified by the School Board pursuant to this Resolution to represent a bargaining unit in the collective bargaining process.

G. “Impasse” means the failure of the Employer and an Exclusive Representative to reach agreement in the course of negotiations or to resolve questions arising under a collective bargaining agreement.

H. “Mediation” means assistance by an impartial third party to reconcile an impasse between the Employer and an Exclusive Representative through nonbinding interpretation, suggestion, recommendation, and/or advice.

I. “Panel” means a group of three people consisting of one representative for the Employer, one representative for the Employee Association who is certified or seeking certification as an Exclusive Representative, and a neutral third party, who may be an arbitrator, selected by both parties. If a Panel is convened for an election where two or more Employee Associations are seeking certification as an Exclusive Representative, then the Panel may contain additional members, two who represent the Employer, two for each Employee Association seeking certification, and one neutral party selected by the Employer and Employee Associations.

SECTION 2. RIGHTS AND RESPONSIBILITIES:

A. Employees shall have the right to:

1. Organize, form, join, or assist any Employee Association;
2. Promote, support, or advocate for policies, procedures, actions, and decisions that may improve their individual or collective terms or conditions of employment;
3. Bargain collectively through a n Exclusive Representative of their own choosing;
4. Engage in other concerted activities for the purposes of collective bargaining or other mutual aid or protection; and
5. Refrain from any of the above.

B. The Employer:

No provision of this Resolution shall be deemed in any way to limit or diminish the authority of the School Board to manage and direct the operations and activities of the school division to the full extent of the law. The Employer retains all rights, including, but not limited to, the right to:

1. Determine the nature and scope of the work to be performed by Employees, including the number of employees hired to perform such work;
2. Establish a budget;
3. Hire, promote, transfer, assign, retain, classify, and schedule all Employees and undertake disciplinary action with respect to its Employees;
4. Determine and implement layoffs or other reductions-in-force due to lack of work, budgetary considerations, changed working conditions/requirements or for other reasons in the School Board's reasonable business judgment and not prohibited by law; and
5. Undertake any actions reasonable and necessary to carry out the mission of the School Board.

SECTION 3. CERTIFICATION AND DECERTIFICATION OF EXCLUSIVE REPRESENTATIVE:

A. Certification By Election. The School Board shall certify an Employee Association as the Exclusive Representative for a bargaining unit within 10 days after receiving confirmation that an Employee Association was selected by a majority of the Employees in a bargaining unit who voted in a secret ballot election. The Employer is precluded from having access to any ballot, membership card, petition, authorization card, showing of interest form, or any other information gathered during the election and certification process that would reveal Employee identities. The procedures for an election shall be as follows:

1. An Employee Association seeking certification as the Exclusive Representative for a bargaining unit(s) shall file a request with the Clerk of the School Board and deliver a copy to the Superintendent. The request shall include (1) the Employee Association's name and address, (2) a description of the bargaining unit(s) it seeks to represent, (3) a statement certifying that 30 percent of the Employees in the bargaining unit(s) wish to be represented by the Employee Association as evidenced by any of the following: membership cards, dues payment, a petition, authorization forms, or other evidence of an Employee's desire to be represented by an Employee Association for the purposes of collective bargaining, and (4) the proposed date, time, place, and method for a secret ballot election.
2. The School Board may, but is not required to, contract with a neutral third party to verify whether 30 percent of the Employees in a bargaining unit wish to be

- represented by the Employee Association. Any neutral third party retained for this purpose shall provide only the percentage of Employees in the bargaining unit who support the Employee Association's request for certification.
3. Within 5 business days of receipt of the request for certification or verification of the 30 percent required to trigger an election, the Superintendent shall notify all Employees in the bargaining unit(s) by electronic mail of the date, time, place, and method for the election. A notice of the same shall also be posted in a common area at each worksite of the Employees in the bargaining unit(s). Notice of the election shall also be included in the agenda for the School Board meeting immediately before the election.
 4. All Notices provided pursuant to Section 3(A)(3) shall include a statement that other Employee Associations have an opportunity to intervene to be included on the election ballot by filing a request with the Clerk of the School Board within 7 days from the date of the Notice. The request to intervene shall include (1) the intervenor's name and address, (2) a description of the bargaining unit(s) it seeks to represent, (3) a statement certifying that 30 percent of the Employees in the bargaining unit(s) wish to be represented by the intervenor, and (4) that it wishes to be included on the secret ballot. The School Board or the Employee Association that filed the original request for certification may invoke the process in Section 3(A)(2) to verify whether 30 percent of the Employees in a bargaining unit wish to be represented by the intervening Employee Association. If an Employee Association successfully intervenes, a new Notice will be provided to employees and the public pursuant to Section 3(A)(3).
 5. A Panel shall be convened for the election to oversee the process, report on results, investigate any objections, and hold hearings, if necessary. The election should be held within 45 days after a request for certification has been filed.
 6. The Panel may contract with a neutral third party or vendor agreed to by the parties (herein "Neutral") to conduct the election with appropriate supervision and review by the Panel. The election shall be in person and by secret ballot. Should an in-person election be impractical, the Panel may agree upon alternative election procedures. The School Board shall pay for the costs of the election.
 7. The ballot for the election shall contain the name of the Employee Association requesting certification, any intervening Employee Association that meets the above requirements, and a choice of no representation.

8. The School Board and each Employee Association on the ballot may have a reasonable number of election observers to witness an in-person election and to witness the opening, processing, and/or counting of mail or electronic ballots. Observers may challenge the eligibility of any person seeking to cast a vote. Challenged individuals may cast a ballot that is immediately impounded for future verification, if necessary. Once the election ends and the unchallenged ballots are tallied, the challenged ballots will be destroyed if they are not sufficient to impact the election. If the challenged ballots could impact the election outcome, the Panel will determine whether the person casting the ballot was eligible to vote and, if so, will open the ballot.
9. Immediately after the polls are closed or the date for receiving mail-in or electronic ballots has passed, the Panel or Neutral will count the ballots in the presence of the election observers and issue a Tally of Ballots revealing the number of ballots cast for each choice.
10. If none of the choices on the ballot receives the vote of a majority of the employees voting, a run-off election among the two choices receiving the greatest number of votes will be held within 30 days. Notice of the run-off election shall be provided pursuant to Section 3(A)(3).
11. Any party to the election may file written objections within 3 business days after the date of the Tally of Ballots. The objections should be specific in nature and detail the facts that call into question the validity of the election. The Panel shall investigate those allegations and if it finds that a dispute exists that calls into question the validity of the election, hold a hearing promptly. If it does not so find, the Panel will dismiss the objection(s) and certify the election results to the School Board. If the Panel determines that the election did not substantially conform to this Resolution, it shall order a new election. The Panel shall complete this process within 30 days from the date of the Tally of Ballots.
12. Upon completion of an election in which the majority choice of the bargaining unit Employees voting is determined, the School Board shall certify the results naming the Exclusive Representative and the bargaining unit(s). The Superintendent shall give reasonable notice to all Employee Associations listed on the ballot and the Employees in the bargaining unit(s) identifying the certified Exclusive Representative.
13. An Employee Association that is not successful in an election must wait ninety (90) calendar days before submitting a new petition for certification to the School Board.

14. An Employee Association elected and certified as the Exclusive Representative of a bargaining unit(s) shall remain in that position until decertified pursuant to Section 3(B) of this Resolution.

15. All membership cards, petitions, authorization forms, employee lists, ballots, or other information gathered during the election and certification process that would reveal Employee identities shall remain confidential and shall not be maintained or copied by the Employer or subject to disclosure under the Virginia Freedom of Information Act. Va. Code § 2.2-3700.

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

1. A request for decertification of an Exclusive Representative for a bargaining unit(s) shall not be considered during the duration of a collective bargaining agreement unless the request is filed not more than 210 days and not less than 180 days before the expiration of the agreement.
2. An Employee or Employee Association seeking decertification shall file a request with the Clerk of the School Board and deliver a copy to the Exclusive Representative. The request shall include (1) the Employee or Employee Association's name and address, (2) the name and address of the Exclusive Representative it seeks to decertify, (3) a description of the bargaining unit(s) currently represented, (4) a statement certifying that 51 percent of the employees in the bargaining unit(s) no longer wish to be represented by the Exclusive Representative, and (5) the proposed date, time, place, and method for a secret ballot election.
3. The School Board or the Exclusive Representative may invoke the process in Section 3(A)(2) to verify whether 51 percent of the Employees in a bargaining unit support decertification.
4. The decertification process shall follow the same procedures as set forth in Section 3(A)(3)-(13).

SECTION 4. RIGHTS OF EMPLOYEE ASSOCIATIONS AND EXCLUSIVE REPRESENTATIVES:

A. **Bargain Collectively:** The Employee Association certified by the School Board as the Exclusive Representative for a bargaining unit shall have the right to act for, represent, bargain, and negotiate agreements covering all employees in that unit and shall be responsible for representing the interests of all such employees for the purpose of collective bargaining without discrimination and without regard to membership in the Employee Association. The School Board shall not bargain with any other representative or Employee Association for a bargaining unit in which an Exclusive Representative has been certified.

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

C. **Dues Deduction:** The Employer shall honor the terms of Employee authorizations for payroll deductions to the Exclusive Representative(s) only, or if no Exclusive Representative has been certified, to any Employee Association. Authorizations may be in any form, including those that satisfy the Uniform Electronic Transactions Act (Va. Code § 59.1-479, et seq.), including, without limitation, electronic authorizations and voice authorizations. An Employee's payroll deduction shall remain in effect until the Employee revokes the authorization. Unless an Employee requests a cancellation or changes an authorization for payroll deductions, they shall be directed to the Employee Association and not to the Employer. The Employee Association shall be responsible for processing revocation requests in accordance with the terms of the authorization. Nothing shall prohibit an Employee Association from collecting dues directly from Employees.

D. **Employee Contact Information:** The Employer shall provide to the Exclusive Representative(s), or if no Exclusive Representative has been certified then to an Employee Association that is seeking certification as an Exclusive Representative, the following information, on or about the first day of every month, in an electronic, editable format, for all Employees in a bargaining unit(s), unless otherwise agreed by the parties: name, job title, worksite location, hire date, home address, work telephone number, home and mobile telephone numbers, as well as personal and work email addresses. The Employer shall also provide this information for any new Employee within 10 days after the Employee is hired.

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

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

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

SECTION 5. COLLECTIVE BARGAINING DUTIES, IMPASSE, AND RELATED PROCEDURES:

A. Bargaining Unit Information: Not later than 30 days following a written request from an Exclusive Representative, the Employer shall provide the Exclusive Representative with information relevant to the administration or negotiation of a collective bargaining agreement or to the Employees' wages, hours, benefits, safety, or other terms and conditions of employment.

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

1. Collective bargaining shall commence at least 90 days before the expiration of any current collective bargaining agreement or, in the case of a newly certified Exclusive Representative, within 60 days after certification. Employees who serve as bargaining representatives or witnesses during any impasse hearing shall be entitled to release time from their employment duties. The parties will

schedule contract negotiations at times and places that will not interfere with school operations.

2. The parties will discuss and agree upon the topics to be negotiated within the first nine (9) days of the collective bargaining period.
3. The Employer and Exclusive Representative may have, by agreement, a neutral facilitator or mediator with a preference for the Federal Mediation Conciliation Service ("FMCS"), if available. Bargaining representatives shall meet at reasonable times, including meetings in advance of the Employer's budget making process, to negotiate in good faith with respect to any matter relating to wages, hours and scheduling, retirement, benefits, health and safety, work rules, evaluations, discipline procedures, quality of life issues, and other terms and conditions of employment.
4. If no agreement is reached by 30 days before an existing collective bargaining agreement expires, or in the case of a newly certified Exclusive Representative, within 90 days after negotiations begin, the Employer or Exclusive Representative can declare an impasse to obtain the services of a mediator. An impasse will be resolved as follows:
 - (a) The Mediator shall be an impartial disinterested person chosen by the Employer and Exclusive Representative.
 - (b) The parties must participate in at least four mediation sessions, which must take place within 21 days of the date the mediator is appointed.
 - (c) The costs of the mediation shall be paid by the Employer.
 - (d) If no agreement is reached by the end of the above mediation process, the parties will observe a mandatory cooling off period not to exceed fifteen business days. During this period the parties will not engage in negotiations.
 - (e) Following the mandatory cooling off period, the parties may elect to participate in other engagement strategies by mutual agreement.
 - (f) If no agreement is reached by the end of the above mediation process, either party can request a hearing by a Panel. The hearing must be held within 30 days. At such hearing, both parties shall be entitled to a representative who may be an attorney. A representative may present a summary of the case and witnesses, cross-examine witnesses, question and introduce evidence to

support their positions without violating Virginia Code Section 54.1-3904. A written decision must be issued by the Panel within 30 days of the hearing.

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

SECTION 6. PROHIBITED CONDUCT AND RESOLUTION PROCEDURES:

- A. The Employer and its agents shall not:
 1. Interfere with, restrain, or coerce Employees in the exercise of rights granted by this Resolution.
 2. Dominate or interfere in the administration of any Employee Association.
 3. Encourage or discourage membership in any Employee Association, committee, or labor organization including by discrimination in hiring, tenure, discipline, or other terms or conditions of employment.
 4. Discharge, retaliate, or discriminate against any Employee because they have formed, joined, supported, assisted, or chosen to be represented by any Employee Association.
 5. Discharge, retaliate, or discriminate against any Employee because they have participated in collective bargaining, testified in a hearing, or filed a statement,

petition, complaint, or grievance under this Resolution or under an applicable collective bargaining agreement.

6. Refuse to bargain collectively or bargain in good faith with an Exclusive Representative.
7. Refuse to participate in good faith in any impasse or dispute resolution procedures set forth in this Resolution.
8. Oppose the appropriation of funds, support policies, or otherwise act in a manner that would impair or interfere with the implementation of any collective bargaining agreement approved by the School Board.

B. The Exclusive Representative and its agents shall not:

1. Interfere with, restrain, or coerce an Employee with respect to rights granted in this Resolution or with respect to certifying or decertifying an Exclusive Representative.
2. Refuse to bargain collectively or bargain in good faith with the Employer.
3. Refuse to participate in good faith in any impasse or dispute resolution procedures set forth in this Resolution.
4. Encourage or participate in any strike or willful refusal of an Employee, in concert with two or more other Employees, to perform the duties of their employment. The Employer shall utilize the procedure in Section 6(C) of this Resolution if it believes an Employee or Exclusive Representative has violated this section. Any Employee who violates this section shall be deemed to have terminated their employment and shall be ineligible for employment by the Employer during the next twelve months pursuant to Virginia Code Section 40.1-55. To the extent permitted by law, the Employer agrees that no lockout, which is defined as the refusal of the Employer to allow employees to come to work until they accept the Employer's contract terms, will take place.

C. An Employee, Employee Association, Exclusive Representative, or a representative of the Employer alleging prohibited conduct or a violation of this Resolution (the "Challenger") may file a challenge with the Superintendent within 30 business days of the event or when the Challenger knew or reasonably should have known of its occurrence. The challenge should include (i) the date of the event(s), (ii) a description of the event, (iii) the nature of the violation, including any resolution, policy, procedure, regulation, or statute allegedly violated; and (iv) a statement of the relief requested. The challenge shall be processed as follows:

1. The respondent shall have 10 business days to file a written answer to the challenge with the Superintendent. The respondent shall simultaneously deliver a copy of the answer to the Challenger.
2. The Superintendent, or their designee, shall hold a meeting with the Challenger and the respondent within 15 business days after an answer is filed. At such meeting, both parties shall be entitled to a representative who may be an attorney. A representative may present a summary of the case and witnesses, cross-examine witnesses, question and introduce evidence to support their positions without violating Virginia Code Section 54.1-3904. If no settlement is reached during the meeting, the Superintendent, or their designee, shall issue a written decision within 5 business days from the meeting.
3. Either party may file a written appeal of the Superintendent's decision with the Clerk of the School Board within 10 business days. The appeal should include (i) a description of the issues appealed and the factual support; (ii) the resolution, policy, procedure, regulation, or statute allegedly involved, (iii) the relief requested, (iv) the original challenge and answer; and (v) the Superintendent's decision. The appellee may file a response to the appeal within 10 business days.
4. The School Board shall conduct a hearing, which may be public at the option of the Challenger, within 30 days after a response to the appeal is filed. At such hearing, both parties shall be entitled to a representative who may be an attorney. A representative may present a summary of the case and witnesses, cross-examine witnesses, question and introduce evidence to support their positions without violating Virginia Code Section 54.1-3904. The School Board shall provide for an official written transcript to report the proceeding which must be paid for by the School Board. If no settlement is reached during the hearing, the School Board shall issue a decision within 10 business days from the hearing.
5. If the School Board finds that a challenged party engaged in prohibited conduct or otherwise violated this Resolution, the School Board may issue an order directing the party to cease and desist engaging in such conduct and may order such other affirmative and equitable relief to remedy the violation, including reinstatement with or without back pay and interest at the rate of 8 percent.
6. Either party may appeal the School Board's decision, and must do so within 10 business days. An appeal shall be filed with a Panel, and the appellee may file a response to the appeal within 10 business days. The Panel shall conduct a hearing within 30 days after a response to the appeal is filed. At such hearing, both parties shall be entitled to a representative who may be an attorney. A

- representative may present a summary of the case and witnesses, cross-examine witnesses, question and introduce evidence to support their positions without violating Virginia Code Section 54.1-3904. The Panel shall provide for an official written transcript to report the proceeding which must be paid for by the School Board. If no settlement is reached during the hearing, the Panel shall issue a written recommendation with findings of fact and conclusions of law. If the Panel finds that a challenged party engaged in prohibited conduct or otherwise violated this Resolution, the Panel may issue an order directing the party to cease and desist engaging in such conduct and may order such other affirmative and equitable relief to remedy the violation, including reinstatement with or without back pay and interest at the rate of 8 percent.
7. Employees shall be given release time from their employment duties to testify or participate in any challenge proceeding under this section. Employees shall not be disciplined or retaliated against for filing, supporting, testifying, or participating in any grievance or challenge. The School Board shall pay the cost of the Panel's neutral third party for all hearings conducted pursuant to this section.
 8. This challenge procedure shall operate concurrently with any grievance procedure collectively bargained by the parties and shall not be considered the exclusive means by which disputes can be resolved.

SECTION 7. NOTICES: Any notice required under the provisions of this Resolution shall be in writing and sufficient if transmitted by hand delivery, certified mail return receipt requested, or by electronic mail provided that the recipient acknowledges or provides a return receipt for any electronic mail notice. Refusal of hand delivery or certified mail to the last known address of the party shall be considered valid service. Prescribed time periods shall commence from the date of the receipt of the notice.

SECTION 8. SEVERABILITY: If any provision or any part of any provision of this Resolution shall for any reason be held invalid, illegal, or unenforceable in any respect, such invalidity, illegality, or unenforceability shall not affect any other provision of this Resolution, and this Resolution shall be construed as if such invalid, illegal, or unenforceable provision or part thereof had never been contained herein, but only to the extent of its invalidity, illegality, or unenforceability.