

COLLECTIVE BARGAINING AGREEMENT

BETWEEN THE

**FAIRFAX COUNTY FEDERATION OF PRINCIPALS, SUPERVISORS,
AND ADMINISTRATORS**

ADMINISTRATORS AND SUPERVISORS UNIT

AND

FAIRFAX COUNTY PUBLIC SCHOOLS

July 1, 2026
THROUGH
December 31, 2027

**ARTICLE I
DEFINITIONS**

The term “Agreement” shall mean this entire Collective Bargaining Agreement between FCPS and FCFPSA.

The term “Board” and “School Board” shall mean the Fairfax County School Board.

The term “Days” shall mean calendar days unless otherwise specified in this Agreement.

The term “Division” or “FCPS” or “Management” shall mean the Fairfax County Public Schools.

The term “Employees” shall refer to all persons employed by the Division whose employee position meets the criteria for representation by the FCFPSA set out in Article II.3 (Recognition). “Employee” does not include persons in the Operational bargaining unit, the Licensed Instructional bargaining unit, Confidential Employees, or Substitute and Temporary Employees.

The term “FCFPSA” or “Union” shall mean the Fairfax County Federation of Principals, Supervisors, and Administrators.

The term “Immediate Family Member” shall mean an Employee’s father, mother, brother, sister, spouse, child, mother-in-law, father-in-law, son-in-law, daughter-in-law, brother-in-law, sister-in-law, foster parent, foster child, stepparent, stepchild, legal guardian, child for whom Employee is legal guardian, grandparent, grandchild, aunt, uncle, nephew, niece, or member of Employee’s household, regardless of relationship.

The term “Parties” shall refer in the collective to the FCFPSA and the Division.

The term “Representational Purposes” shall mean representation of Employees in disciplinary meetings pursuant to this Agreement, processing grievances, and attending meetings between management and the Union.

The term “Resolution” shall mean the Fairfax County Public Schools Collective Bargaining Resolution adopted by the Board on March 9, 2023.

The term “Union Business” shall mean union training and educational conferences, regional and national meetings, and professional development.

**ARTICLE II
RECOGNITION**

1. Fairfax County Public Schools recognizes the Fairfax County Federation of Principals, Supervisors, and Administrators (FCFPSA) as the sole and Exclusive Representative for all employees in the Administrators and Supervisors bargaining unit.
2. The Division agrees not to negotiate with or recognize any union other than FCFPSA.
3. This Agreement covers those employee positions specified in Section 6.A.3. of the FCPS Collective Bargaining Resolution, all positions recognized by the LRA as members of the Administrators and Supervisors bargaining unit in the Election Agreement dated August 21, 2024, and all positions subsequently added to the Administrators and Supervisors bargaining unit pursuant to the Procedures Related to the Administration of the Collective Bargaining Resolution, as amended June 24, 2025. In the event the Division creates a new position, the parties shall follow the process outlined in the Procedures Related to the Administration of the Collective Bargaining Resolution, as amended June 24, 2025, section 1.J.
4. The Agreement does not cover:
 - a. Confidential Employees, as defined in the Resolution.
 - b. Substitute and Temporary employees, as defined in the Resolution.

**ARTICLE III
DURATION**

1. This Agreement shall become effective upon approval by the School Board and ratification by the Union and shall commence July 1, 2026, and shall continue in effect through December 31, 2027.
2. Negotiation for a successor agreement shall be initiated during no later than January 29, 2027.
3. In accordance with Section 10.C.8 of the Resolution, upon expiration, all terms of this Agreement remain in effect until superseded by a new agreement.

**ARTICLE IV
UNION RIGHTS**

1. In accordance with Section 13.A.2 of the Resolution, the Division and its agents will not interfere with, restrain, discharge, discipline, discriminate against, or retaliate against, or otherwise coerce Employees in relation to any of the following:
 - a. To encourage or discourage membership in any Employee Association (as defined by the Resolution); however, taking action to preclude an employee conflict of interest with the duties of their position is not prohibited by this Article;
 - b. Because the Employee has formed, joined, supported, assisted, or chosen to be represented by any Employee Association, or authorized deduction of dues or fees to an Employee Association, or engaged in other protected concerted activities for the purpose of collective bargaining or other mutual aid or protection, or refrained from any or all such activities.
 - c. Because the Employee participated in collective bargaining, testified in a hearing, or filed a statement, petition, complaint, or grievance under the Resolution or this Agreement;
 - d. Because the Employee exercised any of the rights provided in the Resolution and/or this Agreement; or
 - e. Because an Employee uses leave for Union Business.

2. Union Communications

- a. The Union shall have the right to use the Division's internal mail distribution system (i.e., Pony Mail) to send mail to their representatives for distribution to individual members.
- b. During the division-wide Leadership Kickoff, or similar division-wide events, to have in-person access to members in a specific information and training session scheduled during the event. The session will be included in the program.
- c. Union leadership may send no more than five (5) mass emails per month to the bargaining units' FCPS.edu address. Two (2) of these mass emails per month can be sent through the FCPS.edu address; the other three (3) must originate in the FCFPSA domain. In compliance with Section 2.2 of the Collective Bargaining Resolution, employees shall have the right to use FCPS electronic communication systems to discuss Employee Association business, activities, or employee organizing activity to their members as outlined in the FCPS Acceptable Use Regulation 6410.
- d. Communications using the FCPS email system cannot contain membership solicitations. Use of email to solicit membership can result in loss of privilege.

3. Access to Worksites and Employee Meetings

In accordance with Section 13.A.2 of the Resolution, the Division and its agents will not interfere with, restrain, discharge, discipline, discriminate against, or retaliate against, or otherwise coerce Employees in relation to any of the following:

- a. All visitors to schools and Division worksites shall adhere to expectations for visitors, check-in procedures, behavior expectations, and conduct expectations, as stated in all applicable policies and regulations governing visitor access, including Policy 1360 and Regulations 1361 and 4215.
- b. Pre-authorized is defined as FCPS badged individuals approved by the Union Cabinet.
- c. The Division shall make its facilities available for Union meetings.
 - i. Union access to schools and Division facilities shall neither interfere with nor disrupt school or Division operations. The Union shall have the same rights as the organizations listed in Regulation 8420 IV.B.2 to use rooms in accordance with Division regulations.
 - ii. The Union agrees to both (a) pay any customary charges that may be assessed for custodial services and utilities, and (b) follow all other provisions outlined in Regulation 8420.

4. Union Leave

- a. Union Officials shall be permitted a cumulative total of eight hundred (800) hours of paid leave per contract year for Union Business and Representational Purposes. Union Business shall mean union training and educational conferences, regional and national meetings, and professional development. Representational Purposes shall mean representation of Employees in disciplinary meetings pursuant to this Agreement, processing grievances, and attending meetings between management and the Union.
- b. Upon a showing of good cause, the Division shall grant a total of up to two hundred (200) additional hours of Union Leave per contract year, based on a written request from the Union. Requests for additional hours must be made in increments of no more than one hundred (100) hours each.

5. Employee Lists

The Division shall provide the following information for all Employees, in a mutually acceptable electronic format to a designated Union representative at the beginning of the contract year and every thirty (30) days thereafter (including any updates on the information below):

- a. Name
- b. Employee ID
- c. Home address
- d. Work email address
- e. Work phone numbers
- f. Building/campus/work site
- g. Shift/hours of work (if appropriate)
- h. Job title/Grade level/rank
- i. Department
- j. Date of hire/seniority date (if different)
- k. Full-time equivalent (FTE) status

- l. Employment Status (e.g., limited contract, continuing contract)
- m. Annual salary/hourly rate

6. Access to Information

Union leadership may request, and the Division will provide, relevant information for negotiations or enforcement of the CBA, if available, unless prohibited by law. The Division may direct the Union to readily accessible materials to satisfy this obligation.

7. School Board Meetings

Board meeting agendas, minutes, and other materials are available to the Union and the general public online.

8. Whitelisting

The Division shall take reasonable measures to ensure that communications originating from FCFPSA domains are not stopped as spam so Employees in the bargaining unit can receive communications.

**ARTICLE V
MEMBERSHIP FEE DEDUCTIONS**

1. The Division agrees to honor the terms of a written, signed authorization form permitting dues and fees to be deducted monthly from an Employee's wages. Dues and fees will be in an amount set from time to time by FCFPSA in accordance with its Bylaws, the authorization form, and Virginia Law. The Union is responsible for providing advance notice to Employees before a change in dues or fees is implemented. Whenever there is a change in the amount of dues or fees to be paid by the Employees, the Union will certify to the Division, at least thirty (30) days prior the payroll date when the change will be effective, the amount to be deducted. The Employee shall authorize deductions using a form that complies with Virginia law, created and maintained by the Union and signed by the Employee in any manner that satisfies the Virginia Uniform Electronic Transactions Act.
2. The Union will provide the Division with an enrollment Flat File in Excel or a similar format. Thereafter, the Union will provide the Division with an updated Flat File containing any and all changes from the prior month. The deadlines for the file will be in accordance with FCPS supervisor deadlines (Notice 5620). The term "Flat File" shall mean an electronic file that contains a table with data arranged in columns and rows with specified identifying employee data and fees.
3. The Division shall transmit, within five (5) business days the deducted amounts in accordance with the monthly file submitted by the Union. The remittance report should match the ACH transfer and will be placed in the shared drive. This timeline will be in accordance with payroll deadlines and Notice 5620.
4. An Employee who wishes to no longer have deductions for Union dues and fees taken from their pay must provide written notice to the Union of their desire to cease deductions. The Union will inform the Division of any changes or withdrawals of dues deduction authorizations on a monthly basis. The Union will notify the Employee of when their membership deductions will cease according to when notification from the Employee occurs, in alignment with Payroll Schedule (Notice 5620). If an Employee notifies the Division that they wish to revoke their payroll deduction authorization, the Division will inform the Employee that they must submit their request to the Union. The Division will provide the Union with a monthly report of resignations and retirements of bargaining unit members. The Division will cease dues deduction upon an Employee's separation.
5. The Union assumes full responsibility for the disposition of the funds deducted under this Article as soon as they have been remitted by the Division to the Union.
6. In the event that a current or former member of the Union brings legal action against the Division in a court or administrative agency because of the Division's compliance with this provision, the Union agrees to defend such action, at its own expense, using its own counsel, provided that Division gives notice of such action in writing to the Union within three business days of the Division learning of the action, permits the Union to intervene as a party, and gives full and complete cooperation to the Union throughout the legal proceeding, including any

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appeal. The Union has the right to control litigation strategies and decisions and determine whether any action or proceeding referred to above shall or shall not be compromised, defended, tried, or appealed. The Union shall not be responsible for the defense of any action caused by the negligence of the Division.

7. This Article shall remain in full force until at least July 1, 2030, notwithstanding Article III (Duration) of this Agreement.

**ARTICLE VI
CONTRACT HOURS**

1. Per Regulation 4421 the contract work hours for FCFPSA members is an eight and one-half (8.5) hour day inclusive of a thirty (30) minute unpaid and duty-free lunch. The Parties recognize that the nature of the jobs performed by FCFPSA members often require work beyond the customary forty (40) hour work week.

2. Approved Leave

- a. Employees on a day of approved leave are not expected to respond to a phone call, text, or email.
- b. Employees cannot be disciplined for not responding to a phone call, text, or email when on approved leave.
- c. The parties agree that it is a best practice for Employees to set an out-of-office message with a designated contact prior to the beginning of leave.

3. Modification of Work Schedule

- a. Regulation 4421 allows supervisors to modify work schedules in certain circumstances.
- b. Modification of a work schedule means modifying an Employee's schedule by shifting hours during the day or adjusting the length of the work day.
- c. Any modification of work schedules pursuant to Regulation 4421 shall:
 - i. Be approved in advance by the appropriate supervisor;
 - ii. Ensure that needs of the school system are met; and
 - iii. Be reasonable within the scope of the Employee's job duties.

4. Work Outside of Contract Hours

- a. Work outside of contract hours shall not be assigned on an arbitrary or capricious basis and shall be directly related to the operational needs of the department and the duties of the position
- b. Except in cases of unforeseen circumstances,
 - i. all after-hours work shall be scheduled with reasonable notice.
 - ii. The parties agree that the preferred method for notification of after-hours work on short notice should be a combination of phone call, text, and/or email as the timing and circumstances may require.
- c. Given the important role for administrators and supervisors in schools and departments as a primary point of contact, the parties agree that unit members will exercise professional judgment to monitor email and other communication channels outside of regular work hours. Employees should also exercise professional judgment in determining the appropriate response time for communications received after hours, giving due consideration to critical issues such as the health and safety of students and staff and protection of Division property. Nothing in this Article shall supersede or limit specific response

requirements stated/outlined by applicable provisions of the Virginia Code such as mandatory reporting of suspected child abuse or neglect pursuant to Virginia Code §63.2-1509, parental notification of bullying allegations pursuant to Virginia Code §22.1-279.6 or applicable provisions of FCPS Policy or Regulation.

- d. Management training will be provided to ensure that work outside of contract hours is assigned in a reasonable manner. Such management training will be jointly developed by FCFPSA and FCPS to ensure consistent application.
 - i. Areas for training may include, but are not limited to:
 1. Reasonable notice
 2. Unforeseen Circumstances
 3. Arbitrariness of work duties
 4. Work hours vs. non-work hours expectations
 5. Applicability of Regulation 4810
 6. Dual role of bargaining unit members as employees and supervisors
 7. Virginia law and code requirements
 8. Communication methods regarding non-work hour expectations to include emergency and urgent matters
 9. Review of standard operating procedures and integration of school and department procedures with existing after-school procedures and best practices
 10. Applicable provisions of this Agreement

**ARTICLE VII
CONTRACT LENGTH**

All middle school assistant principals on a 220-day contract shall be moved to a 260-day contract on the effective date of this Agreement.

**ARTICLE VIII
SALARY AND WAGES**

1. Salaries Scales

- a. Market Scale Adjustment (MSA)
 - i. Effective July 1, 2026, a four percent (4%) MSA shall apply to all salary scales
 - ii. Effective July 1, 2027, a three percent (3%) MSA shall apply to all salary scales
 - b. Additional Steps
 - i. Effective July 1, 2026, one (1) additional step shall be added to the top of every salary scale
 - ii. Effective July 1, 2027, one (1) additional step shall be added to the top of every salary scale
 - c. Step Advancement
 - i. For FY2027, eligible Employees shall advance one (1) step on the applicable salary scale
 - ii. For FY2028, eligible Employees shall advance one (1) step on the applicable salary scale
2. In accordance with Section 3.6 of the Resolution, the commitments to MSAs and step increases set forth in this Agreement are contingent upon the School Board's receipt of sufficient funding from the Fairfax County Board of Supervisors. If the Board of Supervisors fails to appropriate sufficient funding for the commitments set forth in this Agreement, the Agreement shall reopen for the sole and limited purpose of discussing and seeking to reach agreement in alignment with the funding levels provided. Such negotiations must be completed no later than the first School Board meeting in the month of May preceding the commencement of the next Fiscal Year.

**ARTICLE IX
RECOGNITION OF ADVANCED DEGREES**

1. Purpose

The purpose of this Article is to formally recognize and reward Employees who have earned an Ed.S. or Doctorate from accredited institutions, thereby promoting professional development, improved performance, and the advancement of organizational goals.

2. Eligibility

- a. An Employee shall be eligible for recognition under this Article upon completion of an Ed.S. or Doctorate (Ed.D., Ph.D., or Juris Doctor) from an accredited college or university.
- b. In order to receive the monetary benefit for each fiscal year, Employees should submit the appropriate form no later than November 1.
- c. Employees who hold an Ed.S Degree shall receive a \$1,500 stipend annually distributed as part of the November payroll cycle.
- d. Employees who hold an Ed.D., Ph.D. or Juris Doctorate in any field shall receive a \$2,500 stipend annually distributed as part of the November payroll cycle.
- e. FCPS will create a cohort of degreed leaders and experts receiving the above stipends who can be invited to utilize their expertise to aid in addressing division-wide problems of practice without additional compensation. The acceptance of these invitations is voluntary.

**ARTICLE X
HEALTH INSURANCE COST**

1. For the duration of this Agreement, the health insurance (medical, prescription, and dental) cost sharing arrangements in effect on January 1, 2026, shall remain in effect, as set forth below:
 - a. Individual Coverage: The Division contributes 88% of the total premium and the Employee contributes 12% of the total premium.
 - b. Family and Employee + One Coverage: The Division contributes 77% of the total premium and the Employee contributes 23% of the total premium.

**ARTICLE XI
HEALTHCARE ADVISORY COMMITTEE**

1. There shall be a joint Healthcare Advisory Committee (the Committee) to consider and discuss Employee health and benefits needs and evaluate health plan options. The Committee shall consist of an equal number of representatives from the Exclusive Representative (including FCFPSA) for each Bargaining Unit and the Division. The Exclusive Representative for each Bargaining Unit shall appoint four (4) current employee representatives on the Committee. FCFPSA members of the Committee shall be selected in accordance with Union bylaws or other procedures for committee participation. Division members of the Committee shall be knowledgeable of health plan options and/or responsible for administering Division health benefits.
 - a. **Committee Chairs and Meetings.** The Committee shall meet once every three months. At its first meeting of a new school year, the Committee shall select two co-chairs and adopt ground rules and operating procedures. One of the co-chairs shall be an FEU representative and the other co-chair shall be a Division representative.
 - b. **Committee Responsibilities.** The Committee shall review health and prescription drug data; survey employees (which requires Office of Research and Program Evaluation review and approval) regarding health needs and health plan satisfaction; and analyze health plan options. A Nondisclosure Agreement may be required for committee participants who review health and prescription data.
 - c. **Participation in RFPs.** The Committee members shall participate in the Selection Advisory Committee (SAC) for Request for Proposals (RFPs) for healthcare vendors and participate in any interviews conducted by the SAC. The FCFPSA and Division Committee members are responsible for sharing the Committee's work with their respective leadership and bargaining teams but may not disclose confidential RFP information. SAC participation requires mandatory attendance at all meetings. SAC members must execute a Nondisclosure Agreement.
 - d. **Subject Matter Experts.** As appropriate, subject matter experts affiliated with the FCFPSA may attend and participate in Committee meetings for consultation purposes during plan renewal processes. In addition, subject matter experts affiliated with the FCFPSA may serve on the Technical Advisory Committee (TAC) for consultation purposes for any RFPs for healthcare.
 - e. **Committee Authority.** The Committee, by mutual agreement, shall be authorized to make recommendations on those issues that have been discussed, explored, and analyzed by the Committee. For Plan Years 2027 and 2028, such recommendations shall be made to the Union and to the Division no later than September 30th of the preceding year. Committee meetings are not intended to be negotiation sessions to alter or amend the Agreement. The Committee shall have no authority to change, delete, or modify any of the terms of the existing Agreement between the Parties, or to settle grievances arising under the Agreement.

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2. Employee participation on the committee shall be considered leave for “Union Business” as established in Article IV (Union Rights).

**ARTICLE XII
LEAVE**

1. Annual Leave

12-month Employees shall be granted Annual Leave, as defined in Regulation 4813, per fiscal year upon reporting on their first scheduled contract day at the beginning of each contract year. The schedule below details the rate at which annual leave will be earned and the maximum days earned per fiscal year.

Years of Service	Annual Leave Days
0	18
1	18
2	18
3	22
4	22
5	22
6	25
7	25
8	25
9	25
10	28
11	28
12	28
13+	28

2. Carryover

- a. The maximum number of accumulated/earned Annual Leave hours that shall be allowed to be carried over each year is:
 - i. A maximum of two hundred forty (240) hours annually during the first five (5) years of service
 - ii. A maximum of three hundred twenty (320) hours annually beginning with year six (6) of service
- b. Annual leave accumulated in excess of the applicable two hundred forty (240) or three hundred twenty (320) hour maximums outlined above will be converted to sick leave at the beginning of each fiscal year
- c. Upon separation from service, an Employee shall receive a lump-sum payment at the rate of salary on the effective date of separation for accumulated Annual Leave not to exceed three hundred twenty (320) hours

3. Sick Leave

- a. Employees currently eligible for Sick Leave under Regulation 4819 shall be granted fourteen (14) days of Sick Leave upon reporting on their first scheduled contract day at the beginning of each contract year. There is no limit on the accumulation of Sick Leave from one year to the next.
 - b. Sick Leave may be used in accordance with Regulation 4819 in the following circumstances
 - i. Personal illness, injury (including work related), quarantine (in accordance with applicable guidance from the Centers for Disease Control and Prevention, Virginia Department of Health, the Fairfax County Health Department, and/or the Division), and/or temporary physical or mental incapacity. Childbirth shall be treated as a temporary physical incapacity.
 - ii. Medical dental, or optical appointments for self or an Immediate Family Member.
 - iii. Illness, injury, quarantine (in accordance with applicable guidance from the Centers for Disease Control and Prevention, Virginia Department of Health, the Fairfax County Health Department, and/or the Division), or temporary physical or mental incapacity of the Employee or an Immediate Family Member.
 - c. Medical documentation may only be required for any Sick Leave absence of five (5) consecutive workdays or more.
- 4. Personal Leave:** For less than twelve-month Employees, up to eight (8) days of Sick Leave may be used for personal leave with supervisor approval.
- 5. Accumulation and Conversion of Annual Leave**
- a. Upon termination of employment or transfer to a nonannual-leave-eligible position, an Employee shall be paid for his or her accumulated annual leave balance. The rate at which the annual leave balance is to be paid is based on the rate of pay at the time of termination or the rate of pay of the 12-month position prior to the transfer. The annual leave payout will be processed as a separate paycheck following the last regular 12-month payment.
 - b. Notwithstanding the provisions of the previous paragraph, , Employees hired on or after July 1, 1998, into an annual leave-eligible position, including Employees already working for the school system but not eligible to earn annual leave, will not be paid for any leave in excess of the applicable caps Any annual leave in excess of the applicable cap will be converted to sick leave.
 - c. Annual leave accumulated in excess of the maximum amounts shall be converted to sick leave on June 30 of each fiscal year.
- 6. Bereavement:** Employees shall be entitled to receive up to three (3) days of Bereavement Leave fiscal This leave will not be deducted from the Employee's Sick Leave balance. Bereavement Leave may be used for the loss of an Immediate Family Member and/or a pregnancy loss. Available Sick Leave may be used to extend the period of Bereavement Leave, subject to the approval of the Employee's supervisor or program manager. No

extension of bereavement leave shall exceed twenty (20) workdays. Proof of death shall not be required for use of Bereavement Leave.

- 7. Paid Parental Leave:** Employees with at least twelve (12) months of service with the Division are eligible for eight (8) weeks of Paid Parental Leave, as outlined in Regulation 4834. In the event that a newly born or adopted child dies during the time that the Employee is on Paid Parental Leave, the Employee shall remain entitled to the full extent of the Paid Parental Leave. The Paid Parental Leave shall not terminate due to the death of the child.
- 8. Physical Assault:** In accordance with Regulation 4411, if an Employee is subjected to physical assault while performing their duties, the Employee shall be entitled to paid administrative leave during the waiting period for Worker's Compensation benefits. If the Worker's Compensation claim is later denied, it will revert to the Employee's sick leave. The Employee's personal information will be kept confidential throughout this process.
- 9. Immediate Family:** The term "Immediate Family Member" shall mean an Employee's father, mother, brother, sister, spouse, child, mother-in-law, father-in-law, son-in-law, daughter-in-law, brother-in law, sister-in-law, foster parent, foster child, stepparent, stepchild, legal guardian, child for whom Employee is legal guardian, grandparent, grandchild, aunt, uncle, nephew, niece, or member of Employee's household, regardless of relationship.
- 10. Retirement:** Upon retirement, Sick Leave may be converted to retirement service credit if the Employee is eligible under Regulation 4819.
- 11. Leave Approval:** Leave shall not be approved or denied on an arbitrary basis.

**ARTICLE XIII
JUST CAUSE AND DISCIPLINARY GRIEVANCE PROCEDURE**

1. The Division may not impose any Disciplinary Actions on any Employee without just cause. Disciplinary Actions shall be defined as: written reprimand, placement on or extension of probation, suspension, demotion, and dismissal. Verbal warnings, summary memoranda, Performance Improvement Plans, performance evaluations and all other performance actions are not considered Disciplinary Actions.
2. Where appropriate, Disciplinary Actions shall be applied in a progressive manner to rehabilitate and correct conduct. This means reasonable and appropriate corrective actions that increase in severity up to and including dismissal when the Employee fails to correct the same or similar behavior within a reasonable period, and such continued failure is properly documented, and the Employee has had an opportunity to correct the behavior. However, progressive discipline is not always appropriate, as supervisors may recommend stronger action in cases of serious misconduct. This could include dismissal for the first offense.
3. Just cause shall be defined in accordance with R4293. In applying discipline, the Division shall consider the following elements:
 - a. Forewarning/Notice: Was the Employee adequately warned of the rule, its nature, and the potential consequences?
 - b. Reasonable Rule: Was the employer's rule or order reasonably related to business efficiency, safety, and the performance the employer expects?
 - c. Investigation: Did the employer conduct a thorough investigation before taking disciplinary action to determine if the Employee violated the rule or order?
 - d. Fair and Objective Investigation: Was the investigation fair and objective, allowing the Employee an opportunity to explain their side of the story?
 - e. Substantial Evidence: Did the investigation produce substantial, credible evidence that the Employee violated the rule or order?
 - f. Evenhanded Application/Consistency: Were the rules and penalties applied fairly and without discrimination to all Employees?
 - g. Proportionality of Discipline: Was the degree of discipline reasonably related to the seriousness of the offense and the Employee's past record, including any mitigating circumstances?
4. When the safety or welfare of the Division or a student is threatened or an Employee has been charged with a felony or misdemeanor identified in Virginia Code § 22.1-315, the procedures in Virginia Code § 22.1-315 shall apply. The Disciplinary Grievance procedure set forth in Section F of this Article shall not apply to any such actions under Virginia Code § 22.1-315.
5. Written notice of any Disciplinary Action shall be provided to Employees within fifteen (15) calendar days from the date a supervisor has knowledge of the conduct giving rise to the Disciplinary Action, absent extenuating circumstances. In the event an investigation is required, the disciplinary action shall be issued within 15 calendar days of the

completion of the investigation. The investigation shall commence and be completed in a timely manner.

6. **Disciplinary Grievance.** A Disciplinary Grievance is a complaint, dispute, or controversy in which an Employee or the Union is challenging a disciplinary action. Disciplinary Grievances shall be initiated and resolved in accordance the procedures below, except for those dismissals that must be addressed under Part III, 8VAC20-90-70, et seq. (regularly licensed professional public school personnel employed under a written contract as provided by § 22.1-302 of the Code of Virginia).

Step One

- a. *Informal Conference.* The Parties agree that informal resolution is the preferred method for resolving grievances. A grievant may request an informal conference with an appropriate immediate supervisor. The grievant may bring a Union representative to this conference.

Step Two

- b. *Formal Procedure.* If a grievance is not resolved via informal conference, or no informal conference is sought, a grievant may proceed with the following formal procedure.
 - i. The grievance must be submitted in writing through an electronic process approved by the Division and shall state with specificity the subject of the grievance; the identity of Employees involved, the provision or provisions of this Agreement alleged to have been violated; and the relief sought.
 - ii. The written grievance must be submitted within fifteen (15) working days of the actions being grieved, the grievant's reasonable knowledge of the actions being grieved, or any informal conference, whichever is later.
 - iii. The first level of management outside of the bargaining unit (management representative) shall meet with the grievant within ten (10) working days of receipt of the written grievance to discuss the grievance. The grievant is entitled to bring a Union representative to this meeting. If the first level of management outside of the bargaining unit participated in the decision or action being grieved, then the parties shall proceed to Step Three. If management determines that additional information is needed and a decision cannot be made, then management may schedule an additional meeting at which either party may invite an attorney, an HR or Union representative, and/or witnesses. The management representative shall submit their decision, in writing into the Division's electronic system, and provide a copy to the grievant and the Union within ten (10) working days of the final meeting.

Step Three

- c. If not resolved at Step Two, the grievant may appeal to the second level management outside the bargaining unit using the Division's electronic system. Appeals must be submitted in the electronic system, must include the original grievance and Step Two decision, and must be submitted in the Division's electronic system within fifteen (15) working days of the date of the Step Two decision. The second level management outside the bargaining unit shall meet with the grievant within fifteen (15) working days of receipt of the written grievance to discuss the grievance. The second level management shall submit their decision into the electronic system and provide a copy to the grievant and the Union (if the Union is not the grievant) within fifteen (15) working days of the Step Three meeting. An FCFPSA representative shall be required to attend this meeting.

Step Four

- d. If not resolved at Step Three, the grievant may appeal to the Superintendent or their designee using the Division's electronic system. Appeals must be submitted in the Division's electronic system within fifteen (15) working days of the date of the Step Three decision. The Superintendent or their designee shall meet with the grievant within fifteen (15) working days of receipt of the written grievance to discuss the grievance. Both parties are entitled to bring a representative (HR for management or Union for grievant), an attorney, and/or witnesses to this meeting. The Superintendent or their designee shall submit their decision into the electronic system and provide a copy to the grievant and the Union within fifteen (15) working days of the Step Four meeting.

Step Five

- e. *Decision by the School Board*
 - i. If an Employee elects to request a decision by the School Board they must notify the Superintendent using the Division's electronic system within five business days after receipt of the answer as required in Step Four or the due date thereof. Upon receipt of such notice, the Board may hold a hearing on the grievance, may elect to have the hearing conducted by a hearing officer appointed by the School Board consistent with the procedures in § 22.1-311 of the Code of Virginia, or may make its determination on the basis of the written evidence presented by the Employee and the recommendation of the Superintendent.
 - ii. In any case in which the School Board elects to hold a hearing or elects to have a hearing officer conduct the hearing, the hearing shall be set within 30 days of the School Board's receipt of the notice, and the Employee must be given at least 15 days' written notice of the date, time, and place of the hearing.
 - iii. The Employee and the Superintendent may be represented by legal counsel or other representatives. The hearing shall be private, unless the Employee requests a public hearing. The School Board or the hearing

- officer, as the case may be, shall establish the rules for the conduct of the hearing. Such rules shall include the opportunity for the Employee and the Division Superintendent to make an opening statement and to present all material or relevant evidence, including the testimony of witnesses and the right of all parties or their representatives to cross-examine the witnesses. Witnesses may be questioned by the School Board or the hearing officer.
- iv. In the case of a hearing conducted by the School Board, the School Board's attorney, assistants, or representative, if s/he or they represented a participant in the prior proceedings, the grievant, the grievant's attorney or representative and, notwithstanding the provisions of § 22.1-69 of the Code of Virginia, the Superintendent shall be excluded from any executive session of the School Board that has as its purpose reaching a decision on the grievance. However, immediately after a decision has been made and publicly announced, as in favor of or not in favor of the grievant, the School Board's attorney or representative, and the Superintendent, may join the school board in executive session to assist in the writing of the decision.
 - v. A stenographic record or tape recording of the hearing shall be taken. However, the recording may be dispensed with entirely by mutual consent of the parties. If the recording is not dispensed with, the two parties shall share the cost of the recording equally, and if either party requests a transcript, that party shall bear the expense of its preparation.
 - vi. In the event of a hearing conducted by a hearing officer, the recommendation of the hearing officer shall be based exclusively upon the evidence presented at the hearing. Upon the hearing officer's own motion or upon application by either party to the grievance, the hearing officer may reopen the hearing for the purpose of hearing after-discovered evidence upon a finding of good cause by the hearing officer at any time before his recommendation is due. The hearing officer shall transmit his written recommendation and a record or recording of the hearing to the School Board and Union as soon as practicable and no more than 10 business days after the hearing.
 - vii. In the event of a hearing by a hearing officer, the School Board may make its decision upon the record or recording of such hearing or the School Board may elect to conduct a further hearing to receive additional evidence. The School Board must hold such further hearing as soon as practicable and must give written notice of the time and place of such further hearing to the Division Superintendent, the Union, and the grievant within 10 business days after the Board received the record or recording of the initial hearing. The notice must specify each matter to be inquired into by the school board. The School Board shall determine the procedure to be followed at such further hearing.
 - viii. In the event of a hearing before the School Board, the School Board shall give the grievant and the Union its written decision as soon as practicable and no more than 30 days after the hearing. The decision of the School

- Board shall be reached after considering the evidence and information presented at the School Board hearing.
- ix. In the event of a hearing before a hearing officer followed by a further hearing by the school board, the school board shall give the grievant and the Union its written decision as soon as practicable and no more than 30 days after such further hearing. The decision of the school board shall be reached after considering the record or recording of the initial hearing, the recommendations of the hearing officer, and the evidence and information presented at the further hearing before the School Board.
 - x. In the event of a hearing before a hearing officer in cases in which no further hearing is conducted by the School Board, the School Board shall give the grievant and the Union its written decision as soon as practicable and no more than 30 days after receiving the record or recording of the hearing. The decision of the School Board shall be reached after considering the record or recording of the hearing and the recommendations of the hearing officer.
 - xi. The School Board shall retain its exclusive final authority over matters concerning employment and the supervision of its personnel.

**ARTICLE XIV
GRIEVANCES AND GRIEVANCE PROCEDURE**

1. General Provisions

- a. A “grievance” is defined as a complaint, dispute, or controversy in which it is claimed that the Division has failed in an obligation under this Agreement or which involves the meaning, interpretation, or application of this Agreement, other than a Disciplinary Grievance.
- b. A “Disciplinary Grievance” is defined as a complaint, dispute, or controversy in which an Employee or the Union is challenging a disciplinary action and shall be initiated and resolved in accordance with Article XIII (Just Cause and Disciplinary Grievance).
- c. A “grievant” is defined as an individual Employee, a group of Employees, or FCFPSA.
- d. If a grievance arises from the alleged action or inaction of the Division at a level above the principal or immediate supervisor, the Union shall submit such grievance at Step Three in writing.
- e. If a grievance affects a group or class of Employees 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 Employees involved, the Union may initiate and submit such grievance directly to the Superintendent or their designee with the processing of such grievance to commence at Step Four. For the purposes of this Article, “a group or class” shall mean a combination of five or more Employees.
- f. Upon mutual agreement of the Union and the Division, a grievance may be taken directly to non-binding arbitration.
- g. Grievances may be consolidated at any Step by mutual agreement between the Division and the Union.
- h. All documents associated with grievance proceedings will be confidential. All grievance proceedings will be confidential.

2. Grievance Procedure

Step One

- a. *Informal Conference.* The Parties agree that informal resolution is the preferred method for resolving grievances. A grievant may request an informal conference with an appropriate immediate supervisor. If the grievant is an Employee or a group of Employees, they may bring a Union representative to this conference.

Step Two

- b. *Formal Procedure.* If a grievance is not resolved via informal conference, or no informal conference is sought, a grievant may proceed with the following formal procedure.
 - i. The grievance must be submitted in writing through an electronic process approved by the Division and shall state with specificity the subject of the

- grievance; the identity of Employees involved, the provision or provisions of this Agreement alleged to have been violated; and the relief sought.
- ii. The written grievance must be submitted within ten (10) working days of: the date of the actions being grieved, the date of the grievant's reasonable knowledge of the actions being grieved, or the date of any informal conference, whichever is later.
 - iii. The first level of management outside of the bargaining unit (management representative) shall meet with the grievant within ten (10) working days of receipt of the written grievance to discuss the grievance. However, if the first level of management outside the bargaining unit participated in the decision or action being grieved, then the parties shall proceed to Step Three. The grievant(s) is entitled to bring a Union representative to this meeting. The management representative shall submit their decision, in writing into the Division's electronic system, and provide a copy to the grievant and the Union within ten (10) working days of the meeting.

Step Three

- c. If not resolved at Step Two, the grievant may appeal to the second level management outside the bargaining unit using the Division's electronic system. Appeals must be submitted in the electronic system, must include the original grievance and Step Two decision, and must be submitted in the Division's electronic system within fifteen (15) working days of the date of the Step Two decision. The second level management outside the bargaining unit shall meet with the grievant within fifteen (15) working days of receipt of the written grievance to discuss the grievance. The grievant(s) is entitled to bring a Union representative to this meeting. The second level management shall submit their decision into the electronic system and provide a copy to the grievant and the Union within fifteen (15) working days of the Step Three meeting. An FCFPSA representative shall be required to attend this meeting. If a grievant's first supervisor outside of the bargaining unit is a Department Chief, then the Department Chief or their designee shall hear the Step Three grievance.

Step Four

- d. If not resolved at Step Three, the grievant may appeal to the Superintendent using the Division's electronic system. Appeals must be submitted in the electronic system, must include the original grievance and Step Three decision, and must be submitted in the Division's electronic system within fifteen (15) working days of the date of the Step Three decision. The Superintendent or their designee shall meet with the grievant within fifteen (15) working days of receipt of the written grievance to discuss the grievance. The grievant is entitled to bring a Union representative to this meeting. The Superintendent or their designee shall submit their decision into the electronic system and provide a copy to the grievant and the Union within fifteen (15) working days of the Step Four meeting. An FCFPSA representative shall be required to attend this meeting.

Step Five

- e. If the grievance is not resolved at Step Four and the grievant is the Union, it may be submitted to non-binding arbitration through the Federal Mediation and Conciliation Service (FMCS) or an appropriate alternative dispute resolution service.
 - i. An Employee may not independently submit a grievance to non-binding arbitration without the participation of the FCFPSA. The Union may elect, in its sole discretion, to adopt and take forward to non-binding arbitration any grievance brought by an Employee or group of Employees.
 - ii. The Parties shall request from the FMCS or alternative service a list of seven (7) qualified labor arbitrators from the Washington, D.C. Metropolitan area. Both the Division and the Union shall have the right to strike three (3) 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 until one name remains, and the remaining person shall be the arbitrator. After the selection of the arbitrator, the Union shall advise the FMCS or alternative service of the name of the arbitrator.
 - iii. After conducting a hearing at which the Parties will be able to present argument and evidence and be able to examine witnesses called by either party the arbitrator shall issue a recommendation. The arbitrator's recommendation 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 a recommendation for financial reimbursement or other remedies they judge to be proper. The arbitrator shall transmit their written recommendation to both Parties and the School Board as soon as practicable after the close of the hearing.
 - iv. Expenses for the arbitrator's services and proceedings shall be borne equally by the Union and the Division.

Step Six

- f. Either party may file with the Board a response to the arbitrator's recommendation within ten (10) business days of receipt of the written decision 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 Union and the Division at the same time, shall be final and binding on all parties to the proceedings.

3. 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 the Union 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 each procedural step 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 provided, the Union may immediately appeal to the next step.
- d. The failure of the grievant to act upon a grievance within the time limits provided 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 grievant.

4. Election of Remedies

- a. An Employee may present a grievance at any time pursuant to this Article without the intervention of FCFPSA, provided FCFPSA has the right to intervene and be afforded an effective opportunity to be present, offer its view, and fully participate in any meetings or hearings.
- b. This grievance process shall be the exclusive method for the resolution of disputes arising out of an alleged violation or interpretation of a provision(s) of this Agreement, unless the matter is also grievable pursuant to the Virginia Code or the Virginia Administrative Code. If the matter is grievable pursuant to the Virginia Code or the Virginia Administrative Code, a grievant who elects to file a grievance under the statute or state regulations may not file a grievance under this Agreement.

5. Miscellaneous Provisions

- a. In accordance with Regulation 4420, any file the Division maintains on a grievance filed pursuant to this Article shall be maintained separately from an Employee's personnel file.
- b. Nothing in this grievance procedure shall limit the rights of any unit member to discuss any complaint, problem, or matter of dissatisfaction with any appropriate administrator without representation or the intervention of any organization.
- c. The process is intended to protect all sides from retaliation.

**ARTICLE XV
WEINGARTEN RIGHTS**

1. Any Employee, upon request, is entitled to representation by the Union in any meeting or interview which the Employee reasonably believes may result in disciplinary action against them. Neither Management nor the Union will ever retaliate against the Employee or the Employee's representative because of their exercise of rights under this Article. Further, the Division and Union will collaboratively create and use standardized memo templates to ensure consistency and transparency regarding meeting topics and documentation.
2. Meetings which may result in disciplinary action against the Employee shall follow these guidelines:
 - a. The Employee's representative cannot be an attorney unless the Division has an attorney present at the meeting. Only individuals trained and certified by the Union can represent the Employee.
 - b. The Employee's representative must be selected from a list of authorized Union representatives maintained by the FCFPSA and shared with the Division.
 - c. The Employee shall be given a minimum of three (3) working days' advance notice prior to a meeting unless the Employee waives this notice period or management determines that exigent circumstances exist and immediate action is required.
 - d. Regardless of whether or not management determines that exigent circumstances exist and immediate action is required, if the Employee cannot obtain representation within three business days, the meeting shall proceed without a representative.
 - e. During the meeting, a Union representative may only represent the Employee who is being investigated, even if the Employee conducting the investigation is in the FCFPSA bargaining unit.
 - f. Prior to the meeting, the Employee shall be notified of the topic/purpose of the meeting as well as the names of all meeting attendees so that the Employee has a reasonable amount of time to consult with the representative prior to the meeting.
 - g. During the meeting, the Union representative will be permitted to speak, but they may not unduly disrupt the meeting.
 - h. During the meeting, the Employee can choose to not answer questions.
 - i. At any point in time, if a Union representative is not in attendance and representation is requested, the meeting will be paused and will resume within a reasonable amount of time to give the employee the opportunity to secure representation, barring exigent circumstances.

FCFPSA Principals, Supervisors and Administrators Unit

- j. Any meeting that will be recorded requires advance consent of all participants. Meetings may only be recorded with advance consent from all parties.
 - k. The Division will take steps to ensure that training on compliance with the obligations outlined in this Article is widely available and includes the supervisors of the supervisors (i.e., the next level), both inside and outside of the FCFPSA bargaining unit. Such training will include publication of the rights and responsibilities of Union representatives.
 - l. The Union will train its members on how to manage conflict between members during this process.
 - m. Any process developed must comply with Virginia law.
3. Notwithstanding the foregoing, before a meeting with the Union representative, the Division retains the right to:
- a. Place an Employee on administrative leave with pay, pending an investigation into alleged misconduct by the Employee; or
 - b. Suspend an Employee without pay pursuant to Virginia Code § 22.1-315.

**ARTICLE XVI
LABOR MANAGEMENT COMMITTEE**

1. Purpose

The Labor Management Committee (LMC) is established to foster a collaborative and productive working relationship between FCPS and the FCFPSA. This committee serves as a forum for open communication, problem-solving, and the joint development of initiatives that benefit the organization as a whole.

2. Membership

- a. The LMC shall consist of eight (8) members, with four (4) representatives from each side.
- b. FCFPSA will select its representatives.
- c. FCPS will select its representatives.
- d. To foster collaboration and relationships, committee members are considered equals regardless of position or title.

3. Guiding Principles

The LMC will operate under the following principles:

- a. *Collaboration*: Members will work together in a spirit of cooperation and mutual respect.
- b. *Open Communication*: Honest and transparent dialogue will be encouraged on all relevant issues.
- c. *Joint Problem-Solving*: The committee will strive to identify and collaboratively resolve workplace challenges pertinent to the FCFPSA bargaining unit.
- d. *Mutual Benefit*: Discussions and outcomes will aim to achieve solutions that are beneficial to Management and the Union.
- e. *Good Faith*: All participants will engage in discussions with sincerity and a commitment to finding constructive solutions.

4. Scope of Discussion

The LMC may discuss a wide range of topics relevant to FCFPSA, including but not limited to:

- a. Working conditions and safety
- b. Productivity and efficiency improvements
- c. Employee morale and engagement
- d. Training and development initiatives
- e. Communication and information sharing
- f. Implementation of the Collective Bargaining Agreement
- g. Addressing workplace concerns collaboratively

5. Meeting Procedures

- a. *Frequency*: At the start of the Agreement, meetings will be monthly and move to quarterly upon agreement of both sides; however, either side may request to revert to monthly meetings. Either side may request an ad hoc, off-schedule meeting.
- b. Dates and times are set at the start of the fiscal year. Host duties are alternated and the host determines the format and location as needed.
- c. At the first meeting, the Committee will establish the way it will operate by setting Ground Rules, committee norms, and working expectations for its operation. These agreements will include, but are not limited to, maintenance of meeting minutes, confidentiality, reporting out of information, developing next steps, impasses, and general work.
- d. By the second meeting, the Committee will establish protocols for making recommendations to the Superintendent and the Union President.
- e. Committee members shall serve a term of at least one fiscal year unless extenuating circumstances exist, subject to renewal.
- f. *Agenda*:
 - i. The agenda for each meeting will be developed jointly, one week prior to the meeting, by the Management and Union co-chairs.
 - ii. Either party can add items to the agenda through a process adopted by the LMC.
 - iii. Meetings may be cancelled if there are no agenda items.
- g. *Co-Chairs*: The LMC will be co-chaired by one representative from Management and one representative from the Union. The co-chairs will be responsible for facilitating meetings, developing agendas, and ensuring follow-up on action items.
- h. *Decision-Making*: The committee will strive to reach consensus on all recommendations and decisions. If the Committee cannot reach consensus on a recommendation or decision, FCPS and FCFPSA are still free to take any actions they believe are allowed under the Collective Bargaining Agreement, the Resolution, or applicable law.
- i. *Miscellaneous*:
 - i. Meetings can be virtual
 - ii. No meeting can be recorded, whether in person or virtual, to include the use of any audio, video, or AI tools.
 - iii. Release time will be provided to participate in meetings

6. Subject Matter Experts (SMEs)

- a. SMEs can be invited to meetings
- b. SME invitations will be shared between the Union and the Division
- c. SME participation in the meeting is limited
- d. An SME cannot vote

7. Outcomes and Follow-Up

- a. Outcomes can be revisited in future meetings
- b. A method to share outcomes with senior leadership will be developed
- c. The LMC will create MOUs where appropriate

8. Authority and Limitations

The LMC serves as a consultative and collaborative body. While the committee's recommendations will be given serious consideration by both Management and the Union, the LMC does not have the authority to:

- a. Modify, alter, or add to the terms and conditions of the existing Collective Bargaining Agreement.
- b. Address individual grievances that should be handled through the established grievance procedure
- c. Make unilateral decisions binding on either Management or the Union.

ARTICLE XVII TELEWORK

1. General Principals

- a. This Article only applies to Employees who are members of the Administrators and Supervisors bargaining unit.
- b. The parties agree that, when utilized correctly, telework can be a valuable tool for achieving Pillar C of the Strategic Plan, fostering a diverse, adaptive, and supported workforce. In certain circumstances, it is practical and efficient to allow a telework arrangement.
- c. Both parties agree that accountability is an essential element of telework. To that end, the following stipulations apply:
 - i. All telework must be approved by a supervisor.
 - ii. Telework is not a substitute for child care or other dependent care, and may not be used instead of taking personal, sick, or annual leave consistent with Regulation 4417.
 - iii. The Parties shall develop a telework agreement, consistent with the terms of this Article, which will be signed by the Employee as part of the telework approval process.

2. Eligibility and Approval

- a. *Eligibility*
 - i. Positions eligible for telework will be identified on job descriptions.
 - ii. Supervisors will ensure building/department/office coverage before telework assignments are approved.
 - iii. Central Office staff can telework to meet specific and/or unique operational needs, as determined by the supervisor and approved by the Chief.
 - iv. Per Regulation 4417, Central Office Employees with specialized and/or unique skills may telework up to five (5) days per week with superintendent or designee approval.
- b. *Approval*
 - i. Telework schedules must be approved in advance.
 - ii. Telework may be approved after one hundred twenty (120) days in a new position.
 - iii. Employees and supervisors will complete a detailed electronic telework agreement with employee and supervisor signatures that outlines the requirements of telework.

3. Telework Circumstances

- a. Consistent with Regulation 4417, bargaining unit members will receive five (5) days of telework.
- b. All bargaining unit members have the right to telework

- i. During winter and spring breaks during which the geographic restriction requirement is suspended
 - ii. On inclement weather days when schools are closed but offices are open
 - iii. To alleviate travel between sites during the workday
- c. Central Office bargaining unit members may elect to telework on designated teacher work from an alternative location days.
- d. Employees may work a compressed schedule in the summer (i.e., four 10-hour workdays). Supervisors will ensure building/department/office coverage before approval.
- e. The Division may also permit Employees to telework under the following conditions:
 - i. A permanent workplace is not available, per Regulation 4417.
 - ii. When building conditions are not conducive to productivity/normal job functions
 - iii. Buildings are unsafe or occupationally dangerous when deemed so by Facilities and/or Capital Planning or other government agencies

4. Expectations and Accountability

- a. Telework occurs during normal work hours; if an Employee needs to be away from duties, the Employee must take personal, sick, or annual leave
- b. Employees must
 - i. Ensure that their desk phone voicemail messages appear in Outlook and respond promptly during work hours.
 - ii. Post status as teleworking
 - iii. Attend in-person meetings
 - iv. Record telework in the FCPS time tracking system

5. Discontinuation and Adjustment

- a. The supervisor may discontinue telework for an individual Employee if work performance is unsatisfactory.
- b. The supervisor may adjust or discontinue telework for an Employee if operational needs change.

6. Training and Communication

- a. The Division and FCFPSA will train on the management of teleworking Employees and other best practices around telework management
- b. Telework will be a periodic topic at labor management meetings.
- c. The Division and FCFPSA will work collectively to create a list of justifications to discuss the value of telework.
- d. The Division and FCFPSA will create an FAQ about telework which will be posted online.

**ARTICLE XVIII
SAVINGS CLAUSE**

1. Improvements in contractual provisions included in the Agreement which are brought about by the amendment or addition of statutory guarantees now provided in local, state, or federal law shall obligate the parties to commence negotiations, pursuant to the process and deadlines outlined in the Resolution, as soon as reasonably practicable in order to complete bargaining prior to the effective date of any such amendment or addition.
2. Reduction or elimination of contractual provisions which are brought about by the amendment or repeal of statutory guarantees incorporated into this Agreement shall obligate the parties to commence negotiations, pursuant to the process and deadlines outlined in the Resolution, as soon as reasonably practicable in order to complete bargaining prior to the effective date of any such amendment or addition.
3. 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 Section 10.A of 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.
4. The Parties agree that, for the life of this Agreement, each voluntarily waives the right to bargain collectively with respect to any subject or matter referred to or covered in this Agreement, or with respect to any subject or matter within the definition of Collective Bargaining in Section 10.A of the Resolution not specifically referred to or covered in this Agreement, except as required by Paragraphs 1 and 2 of this Article.
5. If any provision of this Agreement or any application of this Agreement to any unit member or group of unit members is held to be contrary to law by a court of competent jurisdiction, then;
 - a. Such provision or application of this Agreement shall not be deemed valid and subsisting, except to the extent permitted by law; but all other provisions or applications shall continue in full force and effect and
 - b. Upon mutual agreement, the Parties shall commence negotiations regarding matters related to the contractual provision held contrary to law by a court of competent jurisdiction.
6. This Agreement may be modified only upon the written agreement of the Parties.
7. If any provision of this Agreement conflicts with Division policy or regulation, the terms of this Agreement shall prevail.