

AGREEMENT BY AND BETWEEN
THE GREENFIELD COMMONWEALTH VIRTUAL SCHOOL
AND THE
AFT MASSACHUSETTS, AFL-CIO,
GCVS PROFESSIONAL STAFF
(July 1, 2020 - June 30, 2023)

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ARTICLE I
RECOGNITION

The EMPLOYER recognizes the ASSOCIATION AS THE SOLE AND EXCLUSIVE BARGAINING AGENT on questions of wages, hours, and other conditions of employment, as set forth in this Agreement, for the bargaining unit. The bargaining unit, as referred to herein, includes all full-time and general part-time general education teachers, special education teachers, guidance counselors, Title I teachers, and school nurses, but excluding all school administrators, secretaries, administrative staff, and all managerial, confidential and casual employees, and all other employees of the Greenfield Commonwealth Virtual School.

ARTICLE II
MANAGEMENT'S RIGHTS CLAUSE

The Parties agree that the operation of the School Department of the Greenfield Commonwealth Virtual School, the supervision of the employees and of their work, are the rights of the School's management. Accordingly, subject to the provisions of this Agreement and the laws of the Commonwealth of Massachusetts, the making of reasonable rules to ensure orderly and effective work, to determine the quantity and types of equipment to be used, to introduce new methods and facilities; the making of work schedules; the determination of what and where duties will be performed and of employee competency; the hiring, transfer, promotion, demotion, lay-off, recall, discipline or discharge of employees without discrimination; and the right to discuss terms and conditions of employment with the employees and to inform them concerning employment matters are rights of the Committee in determining policy, the rights of the Senior Leadership Team, with the approval of the Executive Director in all operational matters including the discipline of staff. Any structural changes including district policies, shall be communicated via email.

ARTICLE III
EQUAL EMPLOYMENT OPPORTUNITY

The Greenfield Commonwealth Virtual School subscribes fully to the principle of the dignity of all people and of their labors and will act to ensure that any individual within the school who is responsible for hiring and/or personnel supervision understands that applicants are employed, assigned, and promoted without regard to their race, creed, color, age, sex, gender identity, national origin, disability, pregnancy, pregnancy related condition, sexual orientation, or any other protected class. Every available opportunity will be taken to assure that each applicant for a position is selected based on qualifications, merit and ability.

ARTICLE IV
NON-DISCRIMINATION CLAUSE

The school’s commitment to nondiscrimination will extend to students, staff, the general public, and individuals with whom it does business. No person shall be excluded from or discriminated against in admission to a public school of any town or in obtaining the advantages, privileges, and courses of study of such public school because of race, color, sex, gender identity, religion, national origin, sexual orientation, gender identity, pregnancy, pregnancy related condition, or disability. If someone has a complaint or feels that they have been discriminated against because of their race, color, sex, religion, national origin, sexual orientation, gender identity, pregnancy, pregnancy related condition, or disability, their complaint should be registered with the Title IX compliance officer.

ARTICLE V
WORK DAY/WORK YEAR

The hours of work for full-time teachers are 8:00am-4:00pm. The time period of 3:30p.m. to 4:00p.m. each day is designated as “on call” time for scheduled appointments or meetings but undefined and unassigned on a regular basis, unless otherwise tending to a professional responsibility. Teachers and other professional licensed staff may work from home. New teachers/professional staff may be expected to work from the office during the first week of school or the first week of hire to have immediate access to administration and support staff while getting acclimated to the school.

Working from home affords a great amount of flexibility, but it also has its own unique challenges. When working from home, employees are expected to be available to students and administration from 8am- 4pm. Adjustments to this schedule need to be approved by your supervisor. Employees are permitted to take a half hour lunch. During breaks employees are encouraged to list their current activity status on Google as unavailable.

Just as our students need 5 hours for grades K-5 and 5.5 hours for 6-12 to complete their school work, teachers will need 7.5 hours a day to fulfill their duties Teachers are responsible to be at all Live Lessons, meetings and professional development at the times scheduled by administration.

Failure to adhere to any of these policies may jeopardize the privilege of working from home.

ARTICLE VI
EMERGENCY CLOSINGS

The fact that the Greenfield Commonwealth Virtual School is completely online, the need to close school on days when brick-and-mortar schools might be closed is moot and teachers and students would be expected to be in school as a normal workday. There may be extraordinary cases where school might be closed (i.e., state of emergency, major

power outage, etc.). The Executive Director may close the physical office, delay its opening, or dismiss office-based employees early in the event of hazardous weather or other emergencies that threaten the health or safety of personnel. In these instances, certain personnel (administration or others deemed essential by the Executive Director) may be expected to work from home. Likewise, a face-to-face event may be cancelled due to these circumstances, as the Executive Director has the responsibility to see that as much of the administrative, supervisory and operational activity is continued as may be possible.

In making the decision to close the office or cancel face-to-face events, the Executive Director will consider many factors, including the following principal ones relating to the fundamental concern for the safety and health of the children:

1. Weather conditions, both existing and predicted.
2. Driving, traffic, and parking conditions affecting public and private transportation facilities.
3. Actual occurrence or imminent possibility of any emergency condition that would make operations difficult or dangerous.
4. Inability of personnel to report for duty, which might result in inadequate supervision of students.

The Executive Director will weigh these factors and act to close the school or cancel online activities only after consultation with appropriate agencies. Inasmuch as is possible, the Executive Director will make the decision or alter the decision by 6:00 am. However, extraordinary circumstances may cause that announcement to occur prior to or after that time. Notifications will be posted to the school's web site, announced through the school's Facebook and Twitter feeds, and messages will be sent via the schools bulk messaging system and LMS.

Currently there is one member of the bargaining unit who is a first responder. That member will be "red circled" and permitted to continue to respond as a volunteer firefighter to the same extent that he has done so in the past during the school day. This provision only applies to that individual.

ARTICLE VII **PROFESSIONAL STAFF RECRUITING/POSTING OF VACANCIES**

It is the responsibility of the Executive Director, with the assistance of the Senior Leadership Team, to determine the personnel needs of the school. In addition, the School Council may review personnel requirements as a means of evaluating the needs of a school. Any recommendations for the creation or elimination of a position must be approved by the Board of Trustees.

The search for good teachers and other professional employees will extend to a wide variety of educational institutions and geographical areas. It will take into consideration the characteristics of the school and the need for a heterogeneous staff from various cultural backgrounds.

Recruitment procedures will not overlook the talents and potential of individuals already employed by the school system. Any current employee may apply for any position for which he or she has licensure and meets other stated requirements. Openings in the schools will be posted for at least seven (7) calendar days, before the position is filled, to permit current employees to submit applications.

ARTICLE VIII
INITIAL EMPLOYMENT, TRANSFER, OR PROMOTION

It is the policy of the Board of Trustees that all new employees be monitored for the first ninety (90) calendar days from the date the employee commenced working for the school. The Executive Director is expected to closely monitor the new employee's work and conduct and determine the dismissal of any employee whose performance does not meet the required work standards. Nothing shall prevent the Executive Director from recommending an earlier termination date during this time period. All present employees transferred or promoted to a new job are to be carefully monitored for a ninety (90) calendar days.

ARTICLE IX
PAYROLL SCHEDULES

School employees are paid bi-weekly.

For the purpose of determining prorated (per diem) salaries and salary deductions resulting from absence, salaries will be calculated based on the annual salary divided by 26 or 22 pays.

GCVS will deposit net pay via direct deposit into the employees' designated account every two (2) weeks. Paydays are usually every other Friday. If the normal payday falls on a GCVS recognized holiday, payments will be distributed one workday prior to the schedule.

To activate direct deposit, the employee must complete a Direct Deposit Authorization form. This form is available from the Business Office. The completed form must be returned with a personal check, marked VOID, to the Business Office. Due to banking requirements, it may take some time for activation of the direct deposit.

The current wage schedule is attached for the 2020-2021 school year. For the 2021-2022 school year the wage has been increased by .5% on January 1, 2022 and again on June 30, 2022. For the 2022-2023 school year an increase of .5% on January 1, 2023 and again on June 30, 2023. These wage schedules are also attached.

ARTICLE X
SUPPLEMENTARY PAY PLANS

Certain assignments require extra responsibility or extra time over and above that required of other staff members who are on the same position on the basic salary schedule. When such supplemental assignments require extra time and responsibility beyond that regularly expected of teachers, they will be rewarded with extra compensation. New positions and the resulting supplemental stipends that fall under this policy will be established by the Board of Trustees, upon recommendation by the Executive Director.

Appointments to these positions will be made by the Executive Director or designee upon recommendation by the appropriate program supervisor. Payout of supplemental assignments will be determined based on the type of supplemental pay (stipend, per diem, or hourly). Teachers may be asked to document their work for the purposes of payment. A teacher who is offered and undertakes a supplementary pay assignment will receive a supplementary contract specifying the pay, duration and terms of the assignment. Supplemental positions will be posted internally on an annual basis, or at least ten (10) calendar days before the implementation of the position.

ARTICLE XI
PAYROLL DEDUCTIONS

The GCVS hereby accepts the provisions of Section 17C of Chapter 180 of the General Laws of Massachusetts and, in accordance therewith, shall certify to the Treasurer of the GCVS all payroll deductions for payment of dues to the Association duly authorized by employees covered by this agreement.

Application for Union Membership:

Name

Address

Cell phone

Personal (non-work) email

Job title: ___ teacher

School

___ I hereby request and accept membership in the Greenfield Commonwealth Virtual School Association of Professional Staff and I agree to abide by its Constitution and Bylaws. I authorize the union and its successor or assignee to act as my exclusive bargaining representative for purposes of collective bargaining with respect to wages, hours and other terms and conditions of employment with my employer.

Union Dues Authorization:

___ Effective immediately, I hereby authorize and direct my Employer to deduct from my pay each pay period and transmit to Greenfield Commonwealth Virtual School Association of Professional Staff membership dues in the amount established or revised by the GCVSAPS in accordance with the GCVSAPS Constitution and ByLaws. There shall be no change in the amount of dues deducted without 60 days prior notice to me by GCVSAPS. If for any reason my Employer fails to make a deduction, I authorize the Employer to make such deduction in the subsequent payroll period.

I recognize that my authorization of dues deduction, and continuation of such authorization from one year to the next, is voluntary and not a condition of my employment.

In order to comply with the Internal Revenue Service ruling, be advised that your membership dues are not deductible for federal income tax purposes. However, they may be deductible as ordinary and necessary business expenses.

ARTICLE XII
WORK DUTIES

The definition of work requirements and duties, along with the roll of each position will be published in the district handbook, or distributed as a policy by the district. A joint labor management committee can be convened to agree on a final version of said descriptions.

ARTICLE XIII
EVALUATION OF PROFESSIONAL STAFF

In order to assure a high quality of teacher performance and to advance the instructional programs of the schools, a continuous program for teacher evaluation will be established by the Board of Trustees in accordance with the Massachusetts Model Educator Evaluation system.

The evaluation process will include:

1. The development and periodic review of techniques and procedures for making evaluations.
2. Interpretation of the information gained in the evaluative process in terms of the objectives of the instructional program.
3. The application of the information gained to the planning of staff development and in-service training activities, which are designed to improve instruction and increase teacher competence.

GCVS complies with the Massachusetts Department of Elementary and Secondary Education's Model Educator Evaluation System. Professional Staff members should consult with the Director of Teaching and Learning for more information.

Currently, GCVS uses TeachPoint as its portal for Educator Evaluation. All educators are expected to use TeachPoint and its forms for the creation of required self-assessments and goals, evaluation tools, and uploading of evidence to be considered for evaluation. All supervisors are expected to use TeachPoint for documenting observation of practice and formative and summative assessments and evaluations. The Executive Director reserves the right to replace TeachPoint by another system as deemed necessary.

ARTICLE XIV
PROFESSIONAL TEACHER STATUS

Teachers and certain other professional employees who have served in the school for three consecutive full school years shall be entitled to professional teacher status as provided for in M.G.L., c. 71, s. 41. The Executive Director, upon recommendation of the appropriate supervisor, may award such status to a teacher who has served in the school for not less than one year or a teacher who has obtained such status in any other public

school district in the Commonwealth when awarded such status by the Executive Director.

Notification to a teacher not being reappointed must be made by **June 15** or at an earlier date in that school year.

A teacher who attains professional teacher status will have continuous employment in the service of the school system, subject to the school's possession of a valid certificate to operate from the Massachusetts Department of Elementary and Secondary Education and available funding for that position.

Nothing in these provisions will be considered as restricting the Executive Director/designee from changing teaching assignments or altering or abolishing supervisory assignments except that, by law, no teacher may be assigned to a position for which he/she is not legally qualified.

Discipline of employees shall be in accordance with, and follows the procedures, contained in M.G.L., c. 71, s. 42 and 42D.

ARTICLE XV **REDUCTIONS IN FORCE**

1. Introduction

In the event that the School Board determines to reduce the number of employees in the bargaining unit, the procedure set forth hereinafter shall apply. Said Reduction in Force procedure only applies to teachers with professional teacher status.

2. General

(a) The Executive Director shall determine the position or positions to be eliminated or reduced in hours and shall so advise the Association and the affected employee(s) in writing.

(b) Executive Director shall terminate or not renew the employment of those teachers who have not attained professional teacher status, provided that such termination or non-renewal will permit the staffing of all anticipated positions by certified teachers with professional teacher status.

(c) If implementation cannot be fully accomplished as provided in Paragraph (b) hereof, the Executive Director shall terminate the employment of those teachers who have attained professional teacher status based on job performance and the best interest of the students and whose termination will permit the staffing of all anticipated positions by certified and qualified teachers. A teachers' job performance and a student's best interest shall be defined as indicators of job performance, including overall ratings resulting from comprehensive evaluations conducted consistent with M.G.L., c. 71, s. 38

and as compared to other teacher's past summative overall evaluation ratings in the targeted discipline in the prior six (6) year period. No distinction shall be made between the overall performance ratings established by the board of elementary and secondary education finding that the teacher has met or exceeded acceptable performance standards developed under said §38 and that are defined by the board as proficient and exemplary.

(d) If the above factors are equal the seniority list shall apply.

3. Definitions

Seniority - Seniority shall be defined as the length of continuous service in the GCVS. Seniority shall be computed from the first day of work (not hiring date by the Employer) as a member of the bargaining unit.

In the event of a tie or ties, seniority shall be determined by the drawing of lots by such employees.

Certification - Certification for the purpose of this Agreement shall be official credentials from the Massachusetts State Department of Education, Bureau of Teacher Certification.

Temporary Appointments - Temporary appointments shall be defined as teacher appointments which are not expected to continue longer than one (1) school year. (Examples: positions of teachers on leaves of absence, positions created by temporary pupil needs not expected to continue beyond one (1) school year).

4. Seniority List

The Superintendent of Schools, at the beginning of each school year, will prepare a certification-seniority listing of all professional personnel in the bargaining unit. The aforementioned Seniority List shall be forwarded to the President of the Association.

5. Notification

Whenever possible, the decision to lay off staff due to an intended Reduction In Force will be made before the close of school of the preceding school year. Notification to affected staff members will also, whenever possible, be made prior to the close of school.

6. Recall

Teachers laid off due to Reduction In Force will be placed on the recall list for fifteen (15) calendar months.

Teachers on the recall list will be recalled for filling vacancies in their field of certification in reverse order of their layoff.

Teachers on the recall list will be given serious consideration in filling substitute teaching vacancies in their field of certification and/or experience. Teachers must indicate their desire for substitute work in writing.

Teachers may continue such insurance coverage during the said period for which they are eligible for recall as permitted by C.O.B.R.A.

When a vacancy occurs, the appropriate teachers on the recall list will be notified by certified mail at their last recorded address. It shall be the responsibility of personnel on the recall list to inform the office of the Executive Director, in writing, of changes in address. Failure to accept certified mail shall not be deemed sufficient reason for failing to meet the necessary response date. Failure to respond to the Executive Director with a letter of acceptance of the offered position within fifteen (15) calendar days of the post-marked date of the Executive Director's letter shall be considered a rejection of such offer, and the teacher shall be dropped from the recall list.

Upon return to employment from the recall list, teachers will have accumulated to their accounts the same number of sick days which they had accumulated at the time of their layoffs. Teachers on layoff during the school year, upon return, will be placed on the next step of the salary schedule if they had served for a minimum of ninety-three (93) days during the year of layoff.

Teachers filling temporary appointments at the time of layoff due to Reduction In Force shall have no recall rights.

ARTICLE XVI **PERSONNEL RECORDS**

Information about staff members is required for the daily administration of the school, for implementing salary and other personnel policies, for budget and financial planning, for responding to appropriate inquiries about employees, and for meeting the school's education reporting requirements. To meet these needs, the Executive Director will implement a comprehensive and efficient system of personnel records maintenance and control under the following guidelines:

1. A personnel folder (physical and/or digital) for each present and former employee will be accurately maintained in the central administrative office. In addition to the application for employment and references, the folders will contain records and information relative to compensation, evaluations, and any other pertinent information.
2. The Executive Director will be the official custodian for personnel files and will have overall responsibility for maintaining and preserving the confidentiality of the files within the provisions of the law.
3. Personnel records are considered confidential under the law and will not be open to public inspection. Access to personnel files will be limited to persons authorized by the Executive Director to use the files for the reasons cited above.
4. Each employee will have the right, upon written request, to review the contents of

- his own personnel file.
5. Employees may make written objections to any information contained in the file. Any written objection must be signed by the staff member and will become part of the employee's personnel file. Further, no negative comment will be placed in a staff member's file unless the staff member is informed of the comment and afforded the opportunity to include his/her written response in the file.
 6. Lists of school system employees' names and home addresses will be released only to governmental agencies as required for official reports or by the law.

ARTICLE XVII

STAFF COMPLAINTS AND DIFFERENCES

The Board of Trustees will encourage the administration to develop effective means of resolving differences that may arise among employees and between employees and administrators and establish and maintain recognized channels of communication between the staff, administration, and Board.

It is the Board's desire that procedures provide for prompt and equitable adjustment of differences at the lowest possible administrative level, and that each employee be assured opportunity for an orderly presentation and review of complaints and concerns. Prior to any employee disciplinary investigatory meetings and hearings, the School District will notify the employee of their right to Union representation at such investigatory meetings or hearings.

ARTICLE XVIII

GRIEVANCE PROCEDURE

The purpose of this Article is to establish a procedure for the settlement of grievances which involve the interpretation and application of a specific provision of this Contract. All such grievances shall be handled as provided in this Article. With respect to matters grievable under the Contract, the parties agree to utilize the grievance procedure as their sole and exclusive recourse. If the Board, Association, or employees represented by the Association initiate a charge or cause of action before a court or any administrative agency, the grievance under the Contract shall be deemed to be waived.

1. The objective of both parties is the prompt resolution of all grievances at the lowest possible organizational level. All grievances shall be promptly considered solely and strictly on their merits.
2. Definitions
 - (a) A **grievance** is a dispute involving the meaning, interpretation, or application of specific provisions of this contract.

(b) The **Grievance Committee** is the committee representing the Association in considering and presenting grievances.

3. Failure at any step of this procedure to communicate the decision of a grievance within the specified time limit to the aggrieved party shall permit the aggrieved party to proceed to the next step.

4. Failure at any step of this procedure to appeal the grievance to the next step within the specified time limit shall be considered as acceptance of the decision rendered at that step.

5. A grievance that affects a group or class of employees, or that is of a general nature, may be submitted, in writing, by the Association to the Executive Director, and the processing of such grievance shall start on Level Two:

6. Procedure

Level One

(a) All employees are encouraged to discuss with their immediate supervisor any questions concerning the provisions and/or application of this Contract.

(b) Should any employee or employees feel they have a grievance, they should bring it to the Grievance Committee for discussion and clarification.

(c) Should the employee, employees, or Grievance Committee then feel they have a just grievance, the grievance will be submitted to the immediate supervisor within ten (10) calendar days of the occurrence on which the grievance is based.

(d) The Supervisor will notify the aggrieved party of his/her decision, in writing, within ten (10) calendar days of the receipt of the grievance.

Level Two

(a) If the grievance has not been disposed of to the satisfaction of the aggrieved employee and the Association at Level One, or if no decision has been reached within ten (10) calendar days after receipt of the grievance by the immediate supervisor, the grievance shall be referred to the Executive Director by either the aggrieved party or the Association within five (5) calendar days of the final disposition under Level One. The grievance shall be submitted in writing, shall be signed by the aggrieved party or Association, and shall specify the provision or provisions of this Contract alleged to have been violated.

(b) Within ten (10) calendar days after receipt of the written grievance, the Executive Director or his/her designee shall confer with the aggrieved party and the Grievance Committee or its representative. The Executive Director or his/her designee shall render

his/her decision, in writing, to the aggrieved party and the Association as soon as possible after this meeting, but no later than ten (10) calendar days after this meeting.

Level Three

(a) If the grievance has not been disposed of to the aggrieved party's and the Association's satisfaction at Level Two, or if no decision has been rendered within ten (10) calendar days after the Level Two meeting, the grievance shall be referred to the Board of Trustees by either the aggrieved teacher or teachers or the Association within ten (10) calendar days after the final disposition under Level Two. The grievance shall be submitted in writing, shall be signed by the aggrieved teacher or teachers and/or by the Grievance Committee, and shall specify the provision or provisions of this Contract alleged to have been violated.

(b) At its next regular meeting or at a special meeting called for the purpose of considering the grievance, the Board shall meet with the aggrieved party and the Grievance Committee or its representative. The Board will notify both the aggrieved party and the Association of its decision as soon as practicable after this meeting but no later than ten (10) calendar days after its next regular meeting.

Level Four

(a) If the grievance has not been disposed of to the aggrieved party's and the Association's satisfaction at Level Three, or if no decision has been rendered within ten (10) calendar days after the next regular meeting after the Level Three meeting, the Association may refer the grievance to arbitration within ten (10) calendar days of the final disposition under Level Three. The grievance shall be submitted in writing, shall be signed by the aggrieved party and the Grievance Committee, and shall specify the provision or provisions of this Contract alleged to have been violated. The Board shall be notified that the Association is referring the grievance to arbitration and shall be provided a copy of the grievance as it is to be submitted to the Arbitrator.

(b) The Arbitrator shall have no power or authority to change, modify, alter, add to, or detract from any of the provisions of this Contract.

(c) The Arbitrator shall hold a hearing on the grievance as soon as it is practicable after his/her selection, giving all parties a full opportunity to be heard.

(d) The Arbitrator shall endeavor to render his/her decision, in writing, within thirty (30) calendar days after the close of the hearing. This decision shall be binding on both parties. Appeal rights may exist pursuant to M.G.L., c. 150C.

(e) The expenses of the arbitration proceedings, including the fees and expenses of the Arbitrator, shall be borne equally by the Committee and the Association. Each party

shall bear the cost of preparing and presenting its own case.

7. Settlements of grievances hereunder shall be retroactive if the case demands, but in no event shall a settlement be retroactive beyond the date on which the grievance was first presented in writing to the immediate supervisor or to the Executive Director if the grievance was initially submitted to the Executive Director.

8. The Association agrees that neither it nor its members individually or collectively will cause, condone, sanction, or take part in any strike, walkout, work stoppage, or slowdown or withholding of services during the period that this Agreement is in effect. The Association agrees that it will use its best efforts to secure immediate return to work if any interruption of work by an employee occurs. Any employee who violates this provision shall be subject to discipline and/or discharge. The only matter subject to the grievance and arbitration procedure is the question of participation in any of the acts prohibited by this section.

9. Any suspension or termination of a teacher must be processed under General Laws, Chapter 71, Section 42 or 42D and is not subject to the grievance procedure.

ARTICLE XIX
JOINT LABOR-MANAGEMENT COMMITTEE

1. The Joint Labor-Management Committee will meet on a quarterly basis, if there is a request for a meeting by either the Employer or the Association, with the Executive Director and the Union President to discuss any labor or management issue. If there is an intent by the Employer to impose new working conditions, a meeting will be scheduled with the Union President, and the Union's Executive Board prior to imposing the new working conditions.

2. Workload/Class Size - The management team agrees to meet with the Association over workload and class size at the high school, and to open dialogue about ways to avoid teacher burnout and potential attrition at the high school.

ARTICLE XX
LEAVES OF ABSENCES

SECTION 1:
EMPLOYEE ABSENCES

When it is necessary to report an unanticipated absence from work, employees are to notify their supervisor and the Director of Business Services as soon as this absence is known. This may be done via email or phone message. Employees will also be required to log in their absences on the school-designated employee attendance system. Failure to notify GCVS as outlined above, without proper justification, may subject the employee to loss of pay and/or corrective action, up to and including termination. Failure to notify GCVS of absence for three consecutive workdays, without proper justification, will be considered job abandonment and may constitute termination of employment.

Should an employee leave work during the school day (due to illness, doctor's appointments, etc.), they need to call or email their Supervisor and notify the Business Office via email at the time of departure and at their return (if applicable). An employee on an approved leave of absence and who has provided appropriate documentation is not required to call in his or her absence daily while covered by the documentation.

Absences due to illness of three (3) consecutive workdays *will* require medical documentation received by your supervisor prior to the employee's return to work. Medical documentation may also be requested if the employee asks for a reasonable accommodation regarding attendance or hours worked because of a physical or mental impairment that could meet the definition of disability under state or federal law.

Absences due to illness or doctor's appointment before or after holidays or school vacations will require a physician's certificate submitted to the Business Office to use accrued time. GCVS reserves the right to request a physician's note to substantiate the reason for any absence. Failure to submit physician certificates as outlined above are considered Not Approved absences and will subject the employee to loss of pay and/or corrective action, up to and including termination.

SECTION 2: SICK LEAVE

Sick time is provided for employees on an accrued monthly basis. Sick pay shall be used for the following purposes and no other: Sickness and Family Illness. Having provided for these situations, it is important to remember that excessive absenteeism, tardiness and/or leaving early causes other employees within the organization to have to bear the burden of filling in for the absent employee.

Full-time employees shall be entitled to accrue .833 days of sick leave per month of employment. Full-time, school year employees will accrue a maximum of ten (10) days per year. Full-time, full-year employees will accrue a maximum of (10) days per year.

Part-time employees accrue sick leave at the rate of .833 days per month multiplied by the percentage of the full-time schedule worked.

Using accrued time for a purpose other than that intended constitutes abuse. Abuse of accrued time shall warrant corrective action up to and including termination.

School-year employees employed during the summer will not accrue additional sick leave during the month of July and the portion of August that precedes the start of the work year. Any accrued sick leave at the end of the fiscal year may be carried over into the next year and applied as an employee's personal sick bank for use in extraordinary circumstances approved by the Executive Director or designee. Any accrued sick leave is not paid out at termination or separation from employment. Sick leave does not accrue during unpaid leave.

**SECTION 3:
HOLIDAYS/VACATION TIME**

Teachers work off their employment letters and follow the academic calendar for holidays and vacations.

Holidays, which fall on Saturday, will be observed on the Friday before. Holidays which fall on Sunday will be observed on the following Monday.

School shall be closed on all state holidays, and the day after Thanksgiving and the day before Christmas.

**SECTION 4:
PERSONAL DAYS**

Each full-time regular employee of service is allowed, with prior approval of their immediate supervisor, three paid personal days per school year. Part-time employees who work a minimum of 20 hours per week are eligible for personal leave on a pro-rated basis. Requests for personal leave must be given at least three (3) work days in advance to the supervisor except to extenuating circumstances. Personal leave is not to be used as vacation and may not be combined with vacation leave. Personal leave does not carry over to the next year and may not be accumulated. Personal days are not paid upon resignation or termination. Temporary employees and employees working less than 20 hours per week are not eligible for personal leave. Personal leave does not accrue during unpaid leave.

Requests for personal leave days before and after holidays, school vacations, or leave of absences will not be granted except in rare cases of extreme emergency.

**SECTION 5:
BEREAVEMENT LEAVE**

Following the death of an immediate family member, employees are entitled to be paid leave of up to five (5) consecutive calendar days. A family member is defined as follows: husband, wife, significant other, child, parent (either spouse), grandparent, brother or sister of employee and brother-in-law, and sister-in-law. Proof of death and relationship to the deceased may be required. Additional leave may be granted for extraordinary circumstances or travel to distant locations for bereavement by the Executive Director or designee.

Employees may also be entitled to one day of bereavement leave for family members not included above for the purposes of attending funeral/burial services. Additional leave may be granted by the Executive Director or designee in extraordinary circumstances.

**SECTION 6:
JURY DUTY**

GCVS will pay regular wages for the first three days that the employee is on jury duty in state court. For jury service in federal court or for jury duty longer than three days, GCVS will pay the difference between jury duty pay and the employee's regular day's pay for

each day spent serving on jury duty. To receive this extra pay, employees must submit a copy of their jury service compensation check to the Business Office. This amount will then be deducted from the employee's regular paycheck and the balance paid to the employee. Extra pay for jury service is limited to a total of three weeks in a calendar year.

**SECTION 7:
LEAVE OF ABSENCE (LOA)**

A Leave of Absence (LOA) is defined as a paid or unpaid approved absence from work for a specified period of time for medical, parental, military or personal reasons. (NOTE: LOA categories are explained below). If an employee finds that he or she must be out of work for more than three (3) days, he or she should contact the Business Office to determine if a LOA may be necessary.

While on LOA, an employee must contact the Business Office at least every 30 days; failure to do so may result in voluntary resignation. Failure to return to work upon the expiration of LOA or refusing an offer of reinstatement for which the employee is qualified may also result in voluntary resignation or termination from employment.

No leaves of absence, with or without pay, will be granted for employees' vacation plans, as adequate vacation time is afforded employees during scheduled breaks in the school year.

A LOA will not be granted to allow an employee time off to seek employment elsewhere or to work for another employer. Employees who start employment elsewhere while on LOA will be considered to have quit voluntarily, except military reserve duty.

Required Documentation

All requests for a LOA must be made on an Employee Request for Leave form accompanied by a written explanation by the employee for the reason of the request. If request is for a medical need, documentation from a physician is required and must be attached to the request form. All documents must be submitted to the employee's immediate supervisor. The Employee Request for Leave form can be obtained from Business Office.

An employee must provide 30 days' notice when the need for the leave of absence is foreseeable, for example, if medical treatments or other events are planned or known in advance. If the LOA is not foreseeable, the employee must provide notice to his or her immediate supervisor as soon as practicable.

Approval

The Director of Business Services will review the request and determine eligibility for a LOA and recommend approval or denial to the Executive Director or designee. The employee will be notified as to whether the request was approved and if the leave is being designated as FMLA leave.

Job Benefits

GCVS will pay its portion of the cost of the employee’s benefits including health insurance benefits while an employee is on an approved FMLA or other approved LOA. The employee must continue to pay his or her portion of the benefits. Benefits payments may be made by payroll deductions (when applicable) or by submitting a check monthly to the Business Office, unless other arrangements have been made.

After the maximum leave time allowed or when the LOA becomes unpaid, employees will be offered COBRA coverage. If the employee fails to pay his or her premium for more than 30 days, the employer’s obligation to continue healthcare coverage ceases upon 15 days’ written notice.

GCVS endeavors to return workers to employment at the conclusion of a LOA; however, GCVS is under no obligation to offer, create or encumber any specific position for purposes of a return to duty except as required by state and federal law.

No vacation time or Leave with Pay will accrue while an employee is on an unpaid LOA. Time on a LOA, except as otherwise provided by law and except for military reserve duty, will not be counted as time employed in determining an employee’s eligibility for benefits that accrue on the basis of length of employment.

SECTION 8:

FAMILY AND MEDICAL LEAVE (FMLA)

GCVS complies with all requirements of the Family and Medical Leave Act (FMLA). While FMLA provides up to 12 weeks of unpaid, job-protected leave, GCVS policy requires employees to use available paid time including all accrued and vacation available during the employee’s FMLA leave. FMLA provides leave to eligible employees for the following reasons:

- For incapacity due to pregnancy, prenatal medical care or childbirth;
- To care for the employee’s child after birth or placement for adoption or foster care;
- To care for the employee’s spouse, son or daughter, or parent, who has a serious health condition;
- For a serious health condition that makes the employee unable to perform his or her job.

MILITARY FAMILY LEAVE ENTITLEMENTS

-Qualified Exigency Leave

Eligible employees with a spouse, son, daughter, or parent on active duty or who has been notified of a call to covered active duty in the US Armed Forces, whether as a member of a regular component of the Armed Forces or as a member of the National Guard and Reserves may use their 12-week leave entitlement to address certain qualifying exigencies. Qualifying exigencies may include attending certain military events, arranging for alternative childcare, addressing certain financial and legal arrangements, attending certain counseling sessions, and attending post-deployment reintegration briefings.

-Military Caregiver Leave

FMLA also includes a special leave entitlement that permits eligible employees to take up to 26 weeks of leave to care for a covered service member during a single 12-month period. For purposes of this leave, an eligible employee includes the service member's parent, spouse, son or daughter, or nearest blood relative, or individual designated as next of kin in writing by the service member. A covered service-member is:

1. a current member of the Armed Forces, including a member of the National Guard or Reserves, who has a serious injury or illness incurred in the line of duty on active duty that may render the service-member medically unfit to perform his or her duties for which the service-member is undergoing medical treatment, recuperation, or therapy; or is in outpatient status; or is on the temporary disability retired list; or
2. a veteran who is undergoing medical treatment, recuperation, or therapy for a serious injury or illness if the veteran was a member of the Armed Forces at any time during the period of 5 years preceding the date on which the veteran undergoes that medical treatment, recuperation, or therapy.

For the purposes of Military Caregiver Leave, a serious injury or illness means:

1. a serious injury or illness that was incurred by the member in line of duty on active duty; or
2. a serious injury or illness that existed before the beginning of the member's active duty and was aggravated by service in line of duty on active duty in the Armed Forces and that may render the member medically unfit to perform the duties of the member's office, grade, rank, or rating.

Benefits and Protections

During FMLA leave, we will maintain your health insurance coverage on the same terms as if you continued to work, if you have indicated your intent to return to work at the end of your FMLA leave. Arrangements to pay the employee share of such benefits must be made by contacting the Business Office. If you do not return to work upon the completion of your FMLA leave, GCVS may recover the cost of any payments made to maintain your health insurance coverage, unless the failure to return to work was for reasons beyond your control. Use of FMLA leave will not result in the loss of any employment benefit that accrued prior to the start of FMLA leave.

Employees who return to work on or before the expiration of their FMLA leave will be restored to their original or an equivalent position with equivalent pay, benefits, and other employment terms. Employees on FMLA leave are, however, not entitled to any greater rights than they would otherwise have been entitled, had they continued as active employees at GCVS.

Eligibility Requirements

Employees are eligible for FMLA if they have been employed for GCVS for a total of 12 months and have worked at least 1,250 hours during the 12 months prior to the start of the requested leave.

Definition of Serious Health Condition

A serious health condition is an illness, injury, impairment, or physical or mental condition that involves either an overnight stay in a medical care facility, or continuing treatment by a health care provider for a condition that either prevents the employee from performing the functions of the employee's job, or prevents the qualified family member from participating in school or other daily activities.

Subject to certain conditions, the continuing treatment requirement may be met by a period of incapacity of more than 3 consecutive calendar days combined with at least two visits to a health care provider or one visit and a regimen of continuing treatment, incapacity due to pregnancy, or incapacity due to a chronic condition. Other conditions may also meet the definition of continuing treatment.

Use of Leave

An employee does not need to use this leave entitlement in one block. Leave can be taken intermittently or on a reduced leave schedule when medically necessary. Employees must make reasonable efforts to schedule leave for planned medical treatment so as not to unduly disrupt the employer's operations. Intermittent leave is not, however, available to care for a child during the first 12 months after the birth, adoption, or placement in foster care. Leave due to qualifying exigencies may also be taken on an intermittent basis.

If you use intermittent leave, you must comply with our regular call-out procedure for each day on which you are absent, including specifically referring to the FMLA-qualifying reason for the leave.

Substitution of Paid Leave for Unpaid Leave

Employees eligible for FMLA leave must use accumulated paid leave concurrently with their FMLA leave until all such paid leave is exhausted. Employees must comply with GCVS's normal paid leave policies.

The Leave Year

GCVS has designated a rolling leave year, which determines FMLA leave eligibility by reference to the amount of FMLA leave taken during the twelve months immediately preceding the request for FMLA leave. This "rolling" leave year does not apply to Military Caregiver Leave. The leave year for Military Caregiver Leave is a single 12-month period that begins on the first day of the employee's leave.

Employee Responsibilities

Employees must provide 30 days' advance notice of the need to take FMLA leave when the need is foreseeable. When 30 days' notice is not possible, the employee must provide notice as soon as practicable and generally must comply with an employer's normal call-in procedures. Employees must provide sufficient information for GCVS to determine if the leave may qualify for FMLA protection and the anticipated timing and duration of the leave. Sufficient information may include that the employee is unable to perform job functions; a covered family member is unable to perform daily activities; the need for

hospitalization or continuing treatment by a health care provider; or circumstances supporting the need for Qualified Exigency or Military Family Leave. Employees also must inform GCVS if the requested leave is for a reason for which FMLA leave was previously taken or certified. Employees also may be required to provide a certification and periodic recertification supporting the need for leave.

Employees may be required to provide a fitness for duty statement before they return after a FMLA leave for their own serious health condition. If you will be required to provide this statement, you will be notified at the time that your leave is approved.

“No Moonlighting”

Absent extenuating circumstances, employees who are taking FMLA leave for their own or a covered family member’s serious health condition or to care for a child including step child after birth, adoption, or placement in foster care are not permitted to work for any other employer while on FMLA leave during the same hours of work that they were scheduled to work for the GCVS.

Employees who accept employment with other employers while on FMLA leave from GCVS during the same hours of work that they were scheduled to work for the GCVS will be considered to have voluntarily resigned their employment and will not be eligible for reinstatement at the end of their previously approved leave.

Additional Employer Responsibilities GCVS will also comply with the FMLA by not:

- Interfering with, restraining, or denying the exercise of any right provided under FMLA;
- Discharging or discriminating against any person for opposing any practice made unlawful by FMLA or for involvement in any proceeding under or relating to FMLA.

FMLA Questions and Concerns

If you have any questions about your FMLA rights or responsibilities or if you disagree with a decision we make regarding FMLA leave entitlement, please contact the Business Office to resolve your concerns as soon as possible.

Enforcement

To enforce rights under the FMLA, an employee may file a complaint with the U.S. Department of Labor or may bring a private lawsuit against an employer. FMLA does not affect any Federal or State law prohibiting discrimination, or supersede any State or local law or collective bargaining agreement that provides greater family or medical leave rights. Please consult the Business Office for any additional information relating to FMLA leave.

**SECTION 9:
PARENTAL LEAVE**

Full-time employees, who have been employed for a period of three months, are entitled to eight weeks of unpaid leave for the purpose of giving birth; for the placement of a child under the age of 18, or under the age of 23 if that child is physically or mentally disabled; or for the placement of a child with an employee pursuant to a court order.

To be eligible for this leave, the employee must give GCVS at least two weeks' notice of the anticipated date of departure and the employee's intention to return to work at the end of the leave or, if delayed notice is beyond the employee's control, as much notice as is possible.

Parental Leave is unpaid, but employees may use their accrued paid sick, vacation, or personal time in order to receive pay during this leave, if they wish to do so. To use this time, the employee must submit the request in writing to the Business Office prior to taking the leave. At the conclusion of Parental Leave, employees will be restored to their previous or a similar position unless business conditions have eliminated their position or restructured their job in their absence.

Parental Leave will run concurrently with FMLA leave if the employee is eligible for such leave. During the period of this leave, no vacation leave is accrued. Health insurance coverage will continue during this leave time, as described in this Handbook for active employees. Other benefits resume as of the date the employee returns to full-time employment.

If both parents are employed by GCVS, they, together, will be eligible for a total of eight weeks. Employees who take more than eight weeks of leave will not be guaranteed reinstatement unless otherwise required by state or federal law. Questions about Parental Leave may be addressed to the Business Office.

**SECTION 10:
DOMESTIC VIOLENCE LEAVE**

All employees are permitted to take up to 15 days of unpaid leave per year to address any needs resulting from incidents of "abusive behavior," which include domestic violence, sexual assault, stalking, and kidnapping. Domestic violence includes physical, mental, and sexual abuse, including threats by persons with specific relationships to the employee or the employee's family member.

Employees must use all vacation leave, personal leave, and sick leave available to the employee before becoming eligible for leave under this law.

The employee cannot be the perpetrator of the abusive behavior, and the victim must be the employee, or have one of the following relationships to the employee: spouse, parent or step-parent, child or step-child, sibling, grandparent, grandchild, person with whom the employee cohabitates, or person with whom the employee has a child in common. An employee may only take this leave in order to address issues directly related to the

abusive behavior, including but not limited to seeking professional treatment, securing housing, and engaging with law enforcement officials.

The employee must give advance notice pursuant to GCVS leave policy, except in cases of imminent danger to the employee or covered family member. In cases of imminent danger, the employee has three (3) work days to notify the employer of the need for leave under this policy. GCVS may require documentation as specified by the law before allowing or recognizing time off as leave under this law. For scheduled absences, the employee has 30 days after the leave terminates to provide any required documentation. GCVS will keep all documents and information confidential as required by law.

After taking leave under this law, the employee has the right to the same or an equivalent position, as well as all accrued benefits, as they existed on the last day before taking leave. Additionally, GCVS may not interfere with or retaliate against the employee's valid exercise of these rights. Any questions regarding your rights should be direct to the Business Office at 413-475-3879.

**SECTION 11:
MILITARY LEAVE**

Any GCVS employee who voluntarily or involuntarily performs duty in the uniformed services of the United States, e.g. the Army, Navy, Marine Corps, Air Force, Coast Guard, Public Health Service commissioned corps and each of the respected reserve components are covered by the Uniformed Services Employment and Reemployment Rights Act (USERRA). USERRA protects employees' seniority-related rights and benefits. Appropriate military leaves of absence, benefits and reinstatements will be granted pursuant to state and federal law. Employees who are considering or who have been called to service in the uniformed services should contact Human Resources for further details and obligations regarding Military Leaves.

**SECTION 12:
SMALL NECESSITIES LEAVE ACT**

GCVS employees who meet eligibility requirements for FMLA leave are also eligible for additional unpaid leave under the Small Necessities Leave Act (SNLA). The SNLA provides up to 24 hours of unpaid leave for eligible employees for the following reasons:

1. To participate in educational activities of their children;
2. To take a child to a routine medical appointment; or
3. To accompany an elderly relative to a routine medical appointment or to appointments for other professional services related to the elder's care.

If the need for this leave is foreseeable, the employee must give 7 days' notice before the date the leave is to begin. If the need for the leave is unforeseeable, the employee must give as much notice as possible under the circumstances. Employees taking SNLA time off are required to use paid leave during their absences, if available.

**SECTION 13:
PEACE CORPS**

Consistent with Ch. 71, Sec. 41B M.G.L., any GCVS teacher who serves in the Peace

Corps of the United States shall be entitled to an unpaid leave of absence, with no reduction of earned benefits, during their term of service. Upon completion of their term of service, such teacher shall be restored to the previous or similar position, at the same pay level, length of service credit and benefits as of the date of said leave. Teachers who wish to continue their group health or dental insurance will be responsible for payment of 100% of the applicable insurance premium on the first day of each month, during the leave of absence.

ARTICLE XXI
INSURANCE BENEFITS

Group Health, Dental, Vision and Life Insurance

Full-time regular employees and regular part-time employees (those working 20 hours a week or more), are entitled to health and dental insurance through a group policy held by GCVS. GCVS contributes 60% of the premium for health insurance. The employee contributes 40% through payments deducted directly from his/her paycheck. Depending on your termination date, coverage will end on the 15th or the 30th of the month. Dental and Vision insurance premiums are covered 100% by the employee, if elected. COBRA rights and requirements then apply. Beginning July 1, 2021 the GCVS will contribute 63.75% of the premium for health insurance, and beginning July 1, 2022 the GCVS will contribute 67.50% of the premium for health insurance.

GCVS also contributes 100% toward the cost of an optional \$10,000 life insurance policy for regular employees working a minimum of 20 hours per week on a year-round basis. Additional life insurance can be purchased at full cost basis by the employee. GCVS does not make any contribution.

Health insurance coverage may be continued, at one's own expense, for up to 36 months for a spouse or dependent child of an employee who dies while employed by GCVS. In the case of a divorce or legal separation, health insurance may be continued for dependents, at their own expense, or at the expense of the employee in accordance with the divorce/separation agreement. Continuation of this coverage also ceases if the premium is not paid on a timely basis or if coverage is obtained through another group. American Fidelity – Supplemental insurance that is voluntary for individuals to help pay benefits that major medical insurance does not cover. 100% paid by employee. GCVS does not make any contribution

COBRA

The Consolidated Omnibus Budget Reconciliation Act (COBRA) of 1986, as Amended (Public Law 99-272), Title X, Section 10002; 100 Stat 227; 29 U.S.C. 1161-1168, contains provisions giving certain former employees, spouses and dependent children the right to temporary continuation of health coverage at group rates. This coverage is only available in specific instances for a period of up to 18 months or as allowed by law and at the employee's cost. If payment for coverage becomes delinquent, coverage may end.

ARTICLE XXII
RETIREMENT BENEFITS

Retirement Procedure

Subject to the rules and regulations promulgated by the Massachusetts Teacher's Retirement System (MTRS) and the Massachusetts General Laws, all employees working at least 20 hours per week are required to participate in a Retirement System (either MTRS, 457 or OBRA, whichever applies), in lieu of the Social Security System. Temporary employees and employees working less than 20 hours per week will be enrolled in a deferred compensation plan (M.G.L. Chapter 2 section 24d). Each employee must initiate the normal superannuation retirement procedure by making a written request to the Retirement Board. For additional information and procedures, contact MTRS.

Deferred Compensation

As permitted by the Federal Revenue Act of 1978, a full-time regular or an eligible part-time regular employee (working 20 hours a week or more) may, as allowed by law, choose to have part of his/her pay withheld and invested in a savings plan, annuity, life insurance or any combination thereof. The entire amount invested is deducted prior to the withholding of both federal and state income taxes. The plan will be administered at no cost to the employee.

ARTICLE XXIII
PROFESSIONAL DEVELOPMENT

GCVS endeavors to promote both individual and institutional training programs. Upon successful completion of the probationary period, employees may request work related educational training. These requests must be approved by the Executive Director prior to attendance. GCVS may reimburse reasonable costs of such training if fiscally feasible and prior written approval is received.

ARTICLE XXIV
REIMBURSEABLE EXPENSES

All reimbursable expenses must be submitted to the Business Office in hard copy on the approved form and accompanied by the documentation listed below. The form must be signed by the employee and his/her supervisor in order to receive reimbursement. All forms and documentation **must** be received within 30 days of incurring the expense. Failure to meet this deadline may result in the reimbursement being denied.

Mileage Allowance

Travel expenses, including mileage are subject to pre-approval by the Executive Director or designee. Mileage will be reimbursed at the rate of current IRS rate per mile. Mileage is considered travel other than travel to/from work. A mileage reimbursement form must be filled out correctly with the mileage calculated using Google Maps with a copy of the

map and mileage submitted to the back of the reimbursement form. Mileage will be factored as the distance the employee must travel from their place of residence to the required destination.

Mileage records must be maintained and must accompany original parking receipts, toll receipts, and other travel-related receipts when submitting for reimbursement. Expense reimbursement should be submitted to GCVS business office at the end of each calendar month but, no later than **30 days** after the date of travel. **Mileage reimbursement requests greater than 30 days old will not be reimbursed.** Where there are extenuating circumstances, the Director of Business Services or Executive Director may approve reimbursement requests after the deadline.

Staff submitting Mileage Allowance and/or Travel Permission items for reimbursement must submit accurate documents and requests. Falsification of any reimbursement request will be grounds for corrective action up to and including termination.

Miscellaneous Expenses

All miscellaneous expenses must be pre-approved by the Executive Director or designee. Reasonable miscellaneous expenses will be reimbursed with a detailed receipt with approval from Executive Director. All miscellaneous expenses should be added and attached to the reimbursement form.

Meals

Meals will be reimbursed when staff or faculty travel to locations approved by the Executive Director. If on approved travel that requires you to be away. A detailed receipt must be submitted; a summary receipt is not acceptable. Meals will be reimbursed as follows:

1. Up to \$7.00 for Breakfast
2. Up to \$8.00 for Lunch
3. Up to \$15.00 for Dinner

There is no reimbursement for entertainment OR alcoholic beverages

Lodging

In most cases, lodging required for work obligations will be arranged in advance by the business office at no up-front cost to the employee. Where this is not possible, with pre-approval by the Executive Director or designee, lodging will be reimbursed. Receipts are required for lodging reimbursement. Conference/Training Lodging Conference/Training Lodging at a conference site (or training site), or at a hotel identified in a conference registration as one of the conference hotels, is reimbursable at actual cost as long as the conference site is pre-approved by the Executive Director or designee.

Conference/Training Meals

Conference/Training meals that are an integral part of the conference/training are

reimbursable at actual cost. To be an integral part of the conference/training, meals must be provided at the conference/training site as an organized activity for all participants and pre-approved by the Executive Director or designee.

ARTICLE XXV
STAFF ETHICS / CONFLICT OF INTEREST

The Board of Trustees expects members of its professional staff to be familiar with the code of ethics that applies to their profession and to adhere to it in their relationships with students, parents, coworkers, and officials of the school.

No employee of the Board will engage in or have a financial interest in, directly or indirectly, any activity that conflicts or raises a reasonable question of conflict with his duties and responsibilities in the school system. Nor will any staff member engage in any type of private business during school time or on school property.

Employees will not engage in work of any type where information concerning customer, client, or employer originates from any information available to them through school sources.

Moreover, as there should be no conflict of interest in the supervision and evaluation of employees, at no time may any administrator responsible for the supervision and/or evaluation of an employee be directly related to him.

In order to avoid the appearance of any possible conflict, it is the expectation of the Board of Trustees that when an immediate family member, as defined in the Conflict of Interest statute, of a Board member or school administrator is to be hired into or promoted within the School District, the Executive Director shall file public notice with the Board at least two weeks prior to executing the hiring in accordance with M.G.L. c.71, §67.

ARTICLE XXVI
STAFF PARTICIPATION IN POLITICAL ACTIVITIES

The Board of Trustees recognizes that employees of the school have the same fundamental civic responsibilities and privileges as other citizens. Among these are campaigning for an elective public office and holding an elective or appointive office. In connection with campaigning, an employee will not: use school facilities, equipment or supplies; discuss his/her campaign with school personnel or students during the working day; or use any time during the working day for campaigning purposes. Under no circumstances, will students be pressured into campaigning for any staff member.

ARTICLE XXVII
PHONE USE

Teachers are not to use personal cell phones/land lines or accept calls regarding personal matters during instructional hours unless it is an emergency. Cell phones should not be used for calls or texting during instruction and should be silenced during those periods.

ARTICLE XXVIII
DURATION/NEGOTIATIONS PROCEDURE

Duration: This shall be a three-year contract from July 1, 2020 through June 30, 2023, and shall thereafter automatically renew itself for successive terms of one year each unless by November 1 of the calendar year preceding the calendar year in which this contract expires, either by the Committee or the Association shall have given the other written notice of its desire to modify or terminate this contract.

Negotiations: If a successor agreement is not reached before the expiration date of the existing date of the existing contract, the existing contract shall remain in effect until the successor agreement is reached.

If for any provision of this Agreement or any application of the Agreement to any employee or group of employees shall be found to be contrary to law, then such provision or application shall not be deemed valid and subsisting, except; to the extent permitted by law, but all other provisions of applications will continue in full force and effect. The parties will meet as soon as possible for the purpose of renegotiating the provision or provisions affected.

This Agreement shall automatically terminate if there is a revocation of the Charter to exist as a virtual school by the Commonwealth of Massachusetts.

FOR THE GREENFIELD
VIRTUAL SCHOOL

FOR THE AFT MASSACHUSETTS,
AFL-CIO, GCVS
PROFESSIONAL STAFF

DocuSigned by:
John Lunt
C248D456284748A...

DocuSigned by:
Ryan Biro
4F3854B9E3BC42C...

Chair, Board of Trustees

Dated: 4/30/2021

Dated: 4/27/2021