

SETTLEMENT AGREEMENT
BY AND BETWEEN
THE GREENFIELD COMMONWEALTH VIRTUAL SCHOOL
AND
AMERICAN FEDERATION OF TEACHERS (AFT),
GREENFIELD COMMONWEALTH VIRTUAL SCHOOL PROFESSIONAL STAFF

Greenfield Commonwealth Virtual School and the American Federation of Teachers (AFT), Greenfield Commonwealth Virtual School Professional Staff hereby agree to the following terms, conditions, and understandings to be incorporated into a successor collective bargaining agreement. This Settlement Agreement is subject to ratification by the respective constituent bodies.

1. THROUGHOUT

Update all references of the virtual school to reflect the “Greater Commonwealth Virtual School”.

2. ARTICLE I – RECOGNITION

a. Add the following:

“This Agreement is between the Greater Commonwealth Virtual School Board of Trustees (the Employer or the GCVS), and the Greater Commonwealth Virtual School Association of Professional Staff, Local 8306, American Federation of Teachers (AFT), AFT Massachusetts, AFL-CIO (the Association), and has as its purpose the promotion of harmonious relations between the GCVS and the Association, and the establishment of an equitable and peaceful procedure for the resolution of differences.”

b. Add the following:

“This agreement shall be enforced pursuant to Chapter 150E of the General Laws of the Commonwealth of Massachusetts as adopted and amended.”

3. ARTICLE V – WORK DAY/WORK YEAR

a. Revise the first paragraph as follows:

“Workday. The hours of work for full-time teachers/professional staff are 8:00 a.m. - 4:00 p.m. If a member of the bargaining unit is not in a scheduled meeting or a professional responsibility (such as Professional Development or class), they may log off and end their workday at 3:30 p.m. 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.

b. Add the following:

“Duty Free Lunch. Each workday employees who work six (6) or more hours are permitted to take a thirty (30) minute duty free lunch. During these meal breaks employees are not considered in active work status and should list their current activity status on Google as “unavailable”.”

c. Add the following:

“Evening Work Obligations. Teachers/professional staff may be required by the administration to participate in up to three (3) evenings for Parent Teacher Nights, Back to School Nights, and Student Showcase Nights. On days of evening obligations all bargaining unit members who are scheduled for evening obligations shall be dismissed by 12:30 p.m. All evening obligations will be performed virtually and not in-person, in two (2) hour contiguous blocks between the hours of 4:00 P.M. and 8:00 p.m. All these obligations, Parent Teacher Nights, Back to School Nights and Student Showcase Nights, will be scheduled in advance and published in the school calendar at the same time the calendar is published, before the start of the school year. Parents/guardians will be requested to sign up for these nights. If a teacher/professional staff does not have any parent/guardian sign-ups, the teacher/professional staff will not be required to attend.”

Note: For the 2024-2025 school year only, there will be one (1) evening Parent Teacher Night. The day will be reviewed and discussed with the Union prior to notifying parents/guardians.

d. Add the following:

“School Calendar. Except for conditions beyond the control of the employer the calendar for the next school year will be published by June 1st of the current school year.

e. Add the following:

“MCAS. Whenever possible a minimum of two (2) members of staff will be assigned to all MCAS remote physical testing locations.”

4. ARTICLE VIII – INITIAL EMPLOYMENT, TRANSFER, OR PROMOTIONS

Revise in accordance with the following:

“Initial Employment. All new members of the bargaining unit are hired initially on an annual basis. A newly hired employee may be dismissed without notice or cause within the first ninety (90) calendar days of employment. Nothing shall prevent the Executive Director from recommending an earlier termination date during this time period.”

After Ninety (90) Calendar Days of Employment. A member of the bargaining unit who has been working for at least ninety (90) calendar days shall not be dismissed unless they have been furnished with written notice of the intent to dismiss with an explanation of the

grounds for the dismissal in sufficient detail to permit the unit member to respond, and with documents relating to the grounds for dismissal, if he/she/they so request, and shall be given a reasonable opportunity within ten (10) days of receiving such written notice to review the decision with the Administrator, and to present information pertaining to the basis for the decision and to the unit member's status.

Transfers. All present employees transferred to a new job position are to be carefully monitored for ninety (90) calendar days. No employee with PTS status shall be removed from a bargaining unit position for performance without good cause."

5. ARTICLE IX – PAYROLL DEDUCTIONS

a. Retitle this Article as "Compensation".

b. Add the following:

Pay Period. 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 190 days.

Direct Deposit. All Employees shall have his/her/their paycheck directly deposited. 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.

Salary Schedule. The current salary schedules are incorporated herein by reference and a made a part hereof as Appendix A.

Initial Placement on the Salary Schedule. Upon employment in the Greater Commonwealth Virtual School, a member of the bargaining unit shall be placed on the Salary Schedule at the Step appropriate for his/her verifiable years of experience, and under the appropriate salary column as determined by the Administration.

Step Advancement. For purposes of salary payment, Employees will advance one (1) Step on the salary schedule at the beginning of each school year.

Column Advancement. Increments of advanced credit for the purpose of column advancement shall be effective upon successful completion of courses and in the next payroll period following receipt of approved transcripts.

Professional Development Allowance. Each member of the bargaining unit shall be entitled to a two-hundred and fifty dollar (\$250.00) professional development allowance every year, subject to annual funding.

Dues Deductions: The form attached hereto as Appendix B shall be used for authorization of dues deductions.

- A. The GCVS shall deduct union dues and any initiation fees in equal amounts from each paycheck of active members of the bargaining unit who have signed an authorization form for the deduction of such dues, and present it to the GCVS in accordance with the applicable provisions of the General Laws, as amended. Deductions will be prorated for members of the bargaining unit hired mid-year. Dues shall be remitted to the Association as soon as practicable, but no later than thirty (30) days after the deduction. The Association will certify the amount of dues to be deducted by August 1st each year.
- B. Dues, initiation fees, and assessments may be changed (increased or decreased) only by the Association and with written notice to the GCVS at least thirty (30) days prior to the commencement of said change and with a copy of the notice sent to all concerned members of the bargaining unit.
- C. Dues, initiation fees, and assessments shall recur from school-year to school-year without re-solicitation.
- D. Bargaining unit members may ask to cancel or change authorizations for payroll deductions for the Association by providing the GCVS sixty (60) days' written notice of such a request. GCVS will notify the Association within ten (10) days of any such request.
- E. The Association will indemnify, defend, and hold GCVS and its Board harmless against any and all claims made and against any suit instituted against GCVS on account of this dues deduction provision.”

6. ARTICLE X – SUPPLEMENTARY PAY PLANS

- a. Retitle the Article to “Additional Compensation/Stipends”.
- b. Replace the current language with the following:

“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 additional compensation/stipends. New positions and the resulting additional compensation/stipends will be established by the Board of Trustees, upon recommendation by the Executive Director. All assignments which provide additional compensation/stipends are subject to annual funding and Administrative discretion regarding what positions to fill and who is selected to fill the stipend positions based upon qualifications of the applicants. All potential stipend positions which qualify for additional compensation/stipends are incorporated herein and made a part hereof as Appendix B.

Appointments to these positions will be made by the Executive Director or designee upon recommendation by the appropriate program supervisor. Payments for these assignments will be determined based on the type of supplemental pay (stipend, per diem, or hourly). Any compensation for additional work not listed in Appendix B, must be approved in advance by an Employee's supervisor. Such compensation shall be paid at the at the rate of \$45/hour.

Employees may be asked to document their work for the purposes of payment. An Employee who is offered and accepts a position which provides for additional compensation/stipends will receive an appointment letter specifying the pay compensation, duration and terms of the assignment.

Absent circumstances beyond the control of the employer, positions which provide for additional compensation/stipends shall be posted internally on an annual basis, or at least ten (10) calendar days before the implementation of the position. Positions for the following school year shall be posted by June 15th, and all postings will include a copy of the job description and/or list of duties to be performed. All members of the bargaining unit who apply for an annual

position which provides for additional compensation/stipends will be notified in writing (via e-mail) of the decision no later than August 1st.

If the GCVS establishes a position which provides for additional compensation/stipends during the school year, the Employer will post the position including a copy of the job description and/or list of duties to be performed, the proposed compensation/stipend, and the application dates. All members of the bargaining unit who apply for a position which provides for additional compensation/stipends will be notified of the decision in writing (via e-mail)."

7. ARTICLE XVIII – GRIEVANCE PROCEDURE

Revise the first sentence as follows:

"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 thirty (30) calendar days of the final disposition under Level Three."

8. ARTICLE XIX – JOINT LABOR-MANAGEMENT COMMITTEE

Revise the first two sentences as follows:

"The Joint Labor-Management Committee will meet upon request of either party. If there is a request for a meeting by either the Employer or the Association, the Executive Director and the Union President will be present to discuss any labor or management issue."

9. ARTICLE XX – LEAVES OF ABSENCE

Add the following as a new Section:

“WORKERS’ COMPENSATION

Eligible members of the bargaining unit shall be covered by the Massachusetts Workers' Compensation Act, and accordingly, shall be entitled to the benefits and be subject to the provisions of MGL c. 152. An employee who is unable to work because of an injury, which is incurred in the course of their employment by the GCVS, and which is compensable under said Workers' Compensation Act, shall upon written request to the Executive Director or his/her designee receive as a charge against their accrued Sick Leave provided under this Agreement, the difference between their regular wages and the amount they receive under Workers' Compensation.”

10. NEW ARTICLE – ASSOCIATION RIGHTS

Add the following as a new Article titled “Association Rights”:

“The Association maintains those rights specified under Chapter 150E of the General Laws of Massachusetts to represent all bargaining unit members. The Association, upon request, shall be provided with a confidential virtual meeting space with the sole purpose for conducting union business. No reprisals of any kind shall be taken by the employer or its agents against any unit member because of participation in actions and activities conducted, sponsored, or authorized by the Association that are protected under Chapter 150E.”

11. ARTICLE XXVIII – DURATION/NEGOTIATION PROCEDURE

Revise as follows:

“Duration. The term of this Agreement shall be July 1, 2024 through June 30, 2025.

Negotiations. Not later than February 1st of the school year in which this Agreement expires, Board and the Association agree to enter into negotiations over a successor agreement. 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.

Savings Clause. 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. The failure by the Board or the Association in one or more instances to observe or enforce any provisions of this Agreement shall not be construed as a waiver of said provisions.”

12. WAGE INCREASE

Apply a 3% across the board increase retroactive to July 1, 2024.

13. EVALUATION SUBCOMMITTEE

Upon ratification of the 2024-2025 collective bargaining agreement, and no later than January 31, 2025 the parties agree to form an Evaluation Oversight Committee to annually review and provide clarity regarding the Massachusetts Model System for Educator Evaluation. The Evaluation Oversight Committee will recommend adjustments and changes to the Massachusetts Model System for Educator Evaluation, subject to negotiation and ratification by the parties.

The Evaluation Oversight Committee will consist of an equal number of members, with a minimum of three (3) from management and three (3) from the Federation. The Executive Director shall appoint the management committee members, and the Union President will appoint the Union committee members. The Union committee members shall be voluntary, and no compensation will be paid to Union members of the committee.

The parties agree to reopen this agreement for the limited purpose of negotiating over adjustments mutually agreed to by the parties which are necessary for efficient operation of the Massachusetts Model System for Educator Evaluation.

The committee shall meet on a regular basis during the 2024-2025 school year with a goal of completing its work no later than August 1, 2025.

FOR THE GREENFIELD
COMMONWEALTH VIRTUAL SCHOOL:

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