

Greater Commonwealth Virtual School Association of Professional Staff

Proposal #1

5/1/2024

DELETE ARTICLE XIII – EVALUATION OF PROFESSIONAL STAFF AND REPLACE IT WITH THE FOLLOWING:

Article XIII

Educator Evaluation

13.0 Upon ratification of the 2024-2027 collective bargaining agreement, and no later than September 1, 2024 the parties agree to ~~utilize form~~ **an Evaluation Oversight Committee**, composed of an equal number of members, ~~with a minimum of three (3) from management and three (3) from the Federation~~, to review the evaluation process ~~annually~~, **with a goal of revising the current evaluation instrument to produce an evidenced based tool that is both objective and transparent.** ~~and to~~ **The Evaluation Oversight Committee will** recommend adjustments and changes to the Educator Evaluation System, 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 parties agree to reopen this agreement for the limited purpose of negotiating over adjustments ~~to the Educator Evaluation System required by M.G.L. c. 71, 538, or the Educator Evaluation Regulations, 603 CMR 35.00 et seq.,~~ or to implement changes mutually agreed to by the parties which are necessary for efficient operation of the Educator Evaluation System. **The committee shall meet on a regular basis during the 2024-2025 school year with a goal of completing its work no later than April 15, 2025.**

Commented [WA1]: 4/10/2024 Union Counter Proposal

Commented [WA2R1]: 4/10/2024 GCVS asked if we would be using DESE Model as starting point?
Union Response: Current language (which is the DESE Model) is starting point.

Commented [WA3R1]: 5/1/2024 Do we have agreement on this?

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2. AMEND ARTICLE I – RECOGNITION TO READ AS FOLLOWS:

2.0 *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.*

2.1 The **Employer** recognizes the **Association as the sole and exclusive bargaining agent** on questions of wages **and rates of pay**, hours **of work**, and other conditions of employment, ~~as set forth in this Agreement,~~ for **all members of** the bargaining unit. The bargaining unit, as referred to herein, includes all full-time and ~~general~~ part-time General Education Teachers, Special Education Teachers, **Title I Teachers, School Social Workers, School Adjustment Counselors, Guidance Counselors, Title I teachers, Instructional Data Coaches, and School Nurses**, but **excluding** all school administrators, secretaries, administrative staff, and all managerial, confidential and casual employees, and all other employees of the Greater Commonwealth Virtual School.

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

Commented [WA1]: T/A 2/28/2024

Commented [WA2]: 2/28/2024 Management Counter Proposal

Commented [WA3R2]: 4/10/2024 The DESE licensure requirements for Academic Support Personnel are the same for a School Social Worker/School Adjustment Counselor.

Commented [WA4R2]: 4/10/2024 Union Counter Proposal
Change "Social Workers" to read "School Social Workers".

Commented [WA5R2]: 603 CMR 7.11 Paragraph 4
Link: [603 CMR 7.00: Educator Licensure and Preparation Program Approval Regulations - Education Laws and Regulations \(mass.edu\)](https://www.mass.gov/info-details/603-cmr-7-00-educator-licensure-and-preparation-program-approval-regulations-education-laws-and-regulations)

Commented [WA6R2]: 5/1/2024 Do we have agreement on this?

Commented [WA7]: T/A 2/28/2024

¹ Proposed changes are shown as follows: inserted/new language in **bold italics**, and deleted language with a ~~strike through~~.

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3. AMEND ARTICLE II – MANAGEMENT’S RIGHTS CLAUSE TO READ AS FOLLOWS:

ARTICLE II
MANAGEMENT’S RIGHTS CLAUSE/ASSOCIATION RIGHTS

3.0 Management Rights. The Parties agree that the operation of the School Department of the Greater 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.

3.1 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.*

3.2 Access and Information. *The GCVS shall comply with any reasonable request by the Association for available information which is relevant to the processing of any union grievance or the negotiation of any condition of employment. The GCVS shall provide the Association with access to and information about members of the bargaining unit in accordance with Chapter 73 of the Acts of 2019. In addition, the Employer shall notify the Association of changes in employment status not later than 5 calendar days after the date an employee accepts a transfer/promotion, resigns, retires, or otherwise leaves employment, and shall provide the Association with the: (i) name; (ii) title; (iii) worksite location; and (iv) the effective date.*

~~**3.3 The GCVS will comply with applicable provisions of the Massachusetts Open Meeting Law, M.G.L. c. 150E, and Public Records law.**~~

~~**3.4 The GCVS will make a good faith effort to release communications regarding major decisions during the school day to members of the bargaining unit prior to releasing the aforementioned communications to media outlets.**~~

3.5 Existing Conditions of Employment. *Any previously adopted policy, practice, rule or resolution of the Board of Trustees which effects mandatory subjects or bargaining regarding wages, hours or conditions of employment of bargaining unit employees will not be changed*

Commented [WA8]: 2/28/2024 Management Counter Proposal

Commented [WA9R8]: 3/20/2024 T/A

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by the Employer without affording the Association notice and an opportunity to bargaining regarding the impact of the change prior to its implementation.

4. AMEND ARTICLE V – WORKDAY/WORK YEAR TO READ AS FOLLOWS:

ARTICLE V
WORKDAY/WORK YEAR WORKING CONDITIONS

5.0 Workday. The hours of work for full-time teachers are 8:00am-4:00pm. *The workday for members of the bargaining unit shall be **seven and one-half (7 ½) consecutive hours, from 8:00 AM to 3:30 PM, including a thirty (30) minute duty-free lunch period. A temporary adjustment to an employee’s schedule may be made upon request of the employee and by mutual agreement with his/her supervisor.** ~~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.~~*

- A. 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”.*
- B. On-Call Time.** *The time period of 3:00 PM to 3:30 PM 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. During “on-call time” employees are considered in active work status and should list their current activity status on Google as “available”.*

5.1 Work Year. *Effective July 1, 2024, and thereafter, the work year for all members of the bargaining unit shall be **one hundred eighty-five (185) workdays as specified on the published School Calendar.** 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.*

- A.** *An employee required to work before and/or following the close of the work year, during a school vacation/recess, on a holiday, or on a day when school is normally not in session for students including days attending student and/or school related activities or performing curriculum work prior to the start of the school year shall be paid at the rate of \$45.00/ hour and for all hours worked, or any portion thereof.*
- B.** *A Guidance Counselor with approval of their supervisor, which should be obtained in writing no later than June 15th, may at their option work up to an additional seven (7)*

Commented [WA10]: 2/28/2024 Management Counter Proposal

Commented [WA11R10]: 4/10/2024 Union Counter Proposal

Commented [WA12R10]: 5/1/2024 Do we have agreement on this?

Commented [WA13]: 2/28/2024 Management Response: More discussion. Board sees value in time each day but would consider the reduction in time if an equivalent reduction in pay is assessed.

Commented [WA14R13]: 4/10/2024 Q: Agreement in principal on language change proposed in 5.0 - except for length of workday and hours - which is still to be negotiated?

Commented [WA15R13]: 5/1/2024 Open Item

Commented [WA16]: 2/28/2024 Management Counter Proposal.

Commented [WA17R16]: 3/20/2024 T/A

Commented [WA18]: 2/28/2024 Management Counter Proposal: Current language. Board would consider a reduction in day to 3:30 p.m. for equivalent reduction in pay.

Commented [WA19R18]: 4/10/2024 Q: Agreement in principal on language change proposed in 5.0B - except for hours - which is still to be negotiated?

Commented [WA20R18]: 5/1/2024 Open Item

Commented [WA21]: 2/28/2024 Management Counter Proposal: Current language. District amendable to including the number of workdays in the current work year (190 workdays).

Commented [WA22R21]: 4/10/2024 Q: Agreement in principal on language change proposed in 5.1 - except for length of work year - which is still to be negotiated?

Commented [WA23R21]: 5/1/2024 Open Item

Commented [WA24]: 2/28/2024 Management Counter Proposal: *Employees who, with written permission of Administration, work beyond 190 workdays or outside th* ...

Commented [WA25R24]: 4/10/2024 Union Counter Proposal: Change “their per diem rate for these days.” to ...

Commented [WA26R24]: 5/1/2024 Do we have agreement on this?

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days immediately before and/or after the end of the work year for all other employees and shall be paid at the rate of \$45/hour and for all hours worked or any portion thereof.

5.2 Just as our students need 5 hours for grades K-5 and 5.5 hours for 6-12 to complete their schoolwork, 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. *Work Location. Newly hired teachers/licensed professional staff may be required to work from the GCVS office during the first week of the work year or during their first week of employment to have immediate access to administration and support staff while getting acclimated to the school. All other teachers/licensed professional staff shall normally work from home. 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 in active work status at the designated start time and for the remainder of each workday, meaning available to students and administration from 8:00 AM to 3:30 PM, and will list their current activity status on Google as "available". Teachers who work from home are responsible to be at all live lessons, meetings, and professional development at the times scheduled by the administration. Any employee required to work at the GCVS office shall be provided with a workspace and access to appropriate technology.*

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

A. *To the extent possible, all in-person days will be designated on the calendar published by June 1st. Whenever possible, the School Calendar shall specify the day of the week reserved for teacher meetings, locations, as well as the number and dates of in-person staff meetings.*

B. *No fewer than fifteen (15) school days prior to any GCVS scheduled event that requires onsite attendance for members of the bargaining unit, that is not otherwise listed on the school calendar, the Employer shall notify the Association President in writing (via e-mail) of the time, date and location of the event, and provide a list of members of the bargaining unit expected to attend.*

5.4 *Preparation and Planning Time. All Teachers shall have no less than ninety (90) minutes of planning/preparation time each workday. Teachers shall block off that time on their Google calendar and will not be required to attend meetings or engage in synchronous student instruction. In the event that a Teacher must attend a meeting during his/her preparation/planning time, the employer shall provide that Teacher with an equivalent block of preparation/planning time within five (5) school days of the meeting.*

5.5 *Faculty/Staff Meetings. Not more than ten (10) faculty/department/grade level/staff meetings of up to one half hour in length shall be held at reasonable intervals at the discretion of the principal. Advance notice of such meetings shall be provided at least forty-eight (48) hours prior to the meeting except in an emergency. Such meetings would end no later than thirty (30) minutes after the end of the workday.*

Commented [WA27]: 4/10/2024 Union Counter Proposal: Change "their per diem rate for these days." to read "at the rate of \$45/hour and for all hours worked or any portion thereof."

Commented [WA28R27]: 5/1/2024 Do we have agreement on this?

Commented [WA29]: 2/28/2024 Management Response: Reject. No additional guidance counselor language.

Commented [WA30R29]: 4/10/2024 It is our understanding that this is the current practice.

Commented [WA31]: 2/28/2024 Management Response: Reject Maintain current CBA language.

Commented [WA32R31]: 5/1/2024 Focus Item

Commented [WA33]: 2/28/2024 Management Counter Proposal: *Teachers and other licensed professional staff, at the discretion of Administration, shall work from home or suitable location provided by Administration.*

Commented [WA34R33]: 5/1/2024 Union Counter Proposal.

Commented [WA35]: 2/28/2024 Management Counter Proposal: Rejected deletion of language. Accepted 2nd sentence.

Commented [WA36R35]: 4/10/2024 This language no longer reflects reality at GCVS. Its not a privilege to work from home - it is the current (practice) reality.

Commented [WA37R35]: 5/1/2024 Do we have agreement on this?

Commented [WA38]: 2/28/2024 Management Response: Reject

Commented [WA39R38]: 4/10/2024 Please explain to us why designating these days in the School Calendar is not ...

Commented [WA40R38]: 5/1/2024 Open Item

Commented [WA41]: 2/28/2024 Management Response: ...

Commented [WA42R41]: 4/10/2024 Please explain to ...

Commented [WA43R41]: 5/1/2024 Open Item

Commented [WA44]: 2/28/2024 Management Counter: ...

Commented [WA45R44]: 5/1/2024 Open Item

Commented [WA46]: 2/28/2024 Management Counter: ...

Commented [WA47R46]: 4/10/2024 ...

Commented [WA48R46]: 5/1/2024 Open Item

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5.6 Professional Development.

A. *Beginning with the 2024-2025 school year, Professional Development (PD) days during the school year shall be limited to four (4) virtual sessions, and two (2) in-person sessions. Virtual session shall be three (3) hours or less in duration. In-person sessions shall be up to seven (7) hours in duration. Placement of PD days in the school calendar will be done by the Executive Director, in consultation with the Association, and with the approval of the GCVS Board of Trustees. When school is in session, all PD days will be asynchronous for students.*

C. *Prior to the start of the school year, all returning staff shall receive four (4) PD days which will include no more than three (3) hours of training and/or staff meetings each day. The remainder of each PD day shall be devoted to classroom setup. Newly hired staff shall receive (five) 5 PD days in addition to those listed above, prior to the start of the school year or upon hire, for initial training to become familiar with school technology and systems.*

5.7 *After-School or In-Person Activities. In the spirit of continued cooperation, members of the bargaining unit may be required to attend two (2) after-school or in-person activities each school year not to exceed three (3) hours each. The two (2) after-school or in-person activities will consist of the following which absent circumstances beyond the control of the Employer, shall be confirmed no later than September 15th:*

- Field Day*
- Graduation*
- High School Dance*
- In-Person Professional Development*
- In-Person Meet-Ups with Students*
- School Picnic*
- Skating*

A. *Any member of the bargaining unit who attends after-school or in-person activities shall be compensated at their applicable per-diem hourly rate of pay, and for all hours worked.*

B. *Any teacher approved or required to attend after-school or in-person activities shall be reimbursed for mileage, meals, and/or lodging as specified in Article XXIV below.*

5.8 *Parent Teacher Conferences. Parent Teacher Conferences will normally be held during the teacher's regular workday. Normally an educator shall be required to perform no more than one (1) Parent Teacher Conferences during any school year, however when a teacher is required to hold more than one, or schedule a conference after normal working hours, he/she shall be compensated at the rate of \$45/hour and for all hours worked or any portion thereof. No evidence gathered during Parent Teacher Conferences shall be used for educator evaluation.*

5.9 *Health and Safety. The GCVS shall ensure a healthy and safe work environment at its ~~Greenfield~~ all worksite locations or wherever it requires in-person meetings. Members of the bargaining unit shall promptly make known to the Employer concerns about health and*

Commented [WA49]: 2/28/2024 Management Response:
Reject
No change in contract. District has freedom with the work year to plan PD.

Commented [WA50R49]: 4/10/2024
Q: Why can we not have reasonable limits on PD?
Q: Why can PD not be delineated in the School Calendar?

Commented [WA51R49]: 5/1/2024 Open Item

Commented [WA52]: 2/28/2024 Management Response:
Reject
No change to contract. District has no issue with voluntary participation.

Commented [WA53R52]: 4/10/2024
Q: Why does the District consider this something voluntary?
Q: Isn't it best practice for staff (returning and new) to have time to prepare for the start of the school year?

This should not be something the District expects us to do voluntarily. It should be a part of our work year - and we should be compensated - it is not about us giving up more of our time in order to be ready for students at the start of the school year.

Commented [WA54]: 2/28/2024 Management Response:
Reject
No change to contract. District has no issue with voluntary participation.

Commented [WA55R54]: 4/10/2024
Q: Why can we not have reasonable limits on After-School or In-Person Activities?
Q: Voluntary Participation? Does the District now expect us to do these activities without compensation? Current practice is that we get paid.
Q: Given the nature of our school and the distances some of us must travel to attend these activities, is it

Commented [WA56R54]: 5/1/2024 Open Item
Q: Why is this an issue?
We believe that his language reflect of the current practice.

Commented [WA57R54]: Counter add field day.

Commented [WA58]: 4/10/2024 Union Counter Proposal:

Commented [WA59]: 2/28/2024 Management Response:
Reject
See Management Proposal #2.

Commented [WA60R59]: 4/10/2024 Union Counter Proposal.

Commented [WA61R59]: 5/1/2024 Open Item

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safety at work. ~~The parties shall work to mutually develop processes and procedures, including forms for recording information, to record and address health and safety concerns. The matter of health and safety at work shall be an appropriate subject for labor management meetings.~~

5.10 **Job Descriptions:** Dated job descriptions will be maintained in a virtual library available to all members of the bargaining unit. Any changes to job descriptions will be bargained as required by M.G.L. c. 150E.

5. DELETE ARTICLE VII – PROFESSIONAL STAFF RECRUITING/POSTING OF VACANCIES AND REPLACE IT WITH THE FOLLOWING:

ARTICLE VII
ASSIGNMENTS, TRANSFERS, AND VACANCIES

7.0 Assignments. An assignment is the initial placement (upon hire or at the beginning of a work year) of an employee in a school or content area for which he/she is qualified. If the position requires a license from the Massachusetts Department of Elementary and Secondary Education (DESE), the employee shall hold the required license or be operating under an appropriate waiver from DESE. A member of the bargaining unit will normally be placed in the same assignment each year, except as provided herein.

- A. **Assignments for Elementary School Teachers.** Employees serving as general education teachers for the K - 5th grade in a position utilizing a multiple-subject credential will be assigned one (1) grade level as supported by school enrollment or class for the school year. In the event that a multiple grade level assignment is necessary, no more than two (2) consecutive grade levels may be assigned.
- B. **Assignments for Middle School Teachers.** Employees serving as general education teachers for the 6th – 8th grade in a position utilizing a multiple- subject credential will be assigned one (1) grade level as supported by school enrollment or class for the school year assigned. In the event that a multiple grade level assignment is necessary, no more than two (2) consecutive grade levels may be assigned.
- C. **Assignments for High School Teachers.** Employees serving as general education teachers for the high school utilizing a single-subject credential shall be assigned to no more than three (3) content area preparations, when possible, as supported by school enrollment for the school year.
- D. **Assignments for Special Education Teachers.** Special Education Teachers at the GCVS shall provide special education services in instructional groups whose size shall not exceed the maximum requirements spelled out in 603 CMR 28.06.
- E. **Assignments for Adjustment/Guidance Counselors.** Guidance Counselors at the GCVS shall have a student caseload of no more than two-hundred and fifty (250) students, as recommended by the American School Counselors Association (ASCA) and Massachusetts School Counselors Association (MSCA) standards. Employees serving as School Adjustment Counselors/Social Workers at GCVS shall have an IEP

Commented [WA62]: 2/28/2024 Management Counter Proposal:
Health and Safety. The GCVS shall ensure a healthy and safe work environment at its locations or wherever it requires in-person meetings. Members of the bargaining unit shall promptly make known to the Employer concerns about health and safety at work.

Commented [WA63R62]: 5/1/2024 Union Counter Proposal.

Commented [WA64]: 2/28/2024 Management Response:
Reject
No change to contract.

Commented [WA65]: 2/28/2024 Management Response:
Reject
Maintain this as is (Current Article VII).

Commented [WA66R65]: 4/10/2024 Please explain the practical application of the current language found in Article VII ?

Commented [WA67R65]: 5/1/2024 Open Item

Commented [WA68]: 5/1/2024 Open Item
Q: Why is it unreasonable to have language which clearly spells out how assignments are done? The competition has it in their contract.

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student caseload of no more than twenty-five (25) face-to-face hours per week with student numbers fluctuating between different schools and types of services.

- F. **Assignments for School Nurses.** *Employees serving as school nurses at the GCVS shall have school nurse to student ratio of 1.0 fulltime equivalent (FTE) professional school nurse (RN) in each school with two-hundred and fifty (250) to five-hundred (500) students, as recommended by the Massachusetts Department of Public Health (DPH). In each GCVS school with more than five-hundred (500) students, an additional 0.1 (FTE) shall be added for each additional fifty (50) students.*

7.1 Notification of Assignments. *No later than June 1st of each school year, the Executive Director shall provide all returning members of the bargaining unit with an "Assignment Letter" which outlines the employee's assignment, duties, and compensation for the next school year.*

7.2 Transfers. *A transfer is a change of the initial assignment (upon hire or at the beginning of a school year) of a member of the bargaining unit from one school, department, or content area to another school, department, or content area. It is the goal of GCVS to minimize transfers, and to preserve continuity of educators whenever possible.*

A. **Voluntary Transfers.** *A member of the bargaining unit may request a voluntary transfer by April 15th of the year prior to the year in which the transfer is to take place at any time when a vacancy exists for the following school year. Voluntary transfers will be granted at the sole discretion of the Executive Director.*

B. **Involuntary Transfers.** *Generally, employees shall be placed in the same assignment each year however a change of the initial assignment of an employee from one school, department, or content area to another school, department, or content may occur when such a transfer is in the best interests of the district and/or students and is necessary. When an involuntary transfer is necessary the affected employee will be given no fewer than two (2) weeks' notice, except in cases of emergency, and upon notification may request a meeting with the Executive Director and/or the appropriate supervisor to discuss preparation and shall receive orientation and training necessitated by the new position.*

7.3 Vacancies. *A vacancy is any position that does not have a member of the bargaining unit assigned to it. This includes any vacated, or newly created position whose work is part of the bargaining unit. ~~The GCVS shall maintain a list of current vacancies, by grade level for K-5 and content specific for grades 6-12.~~ Within ten (10) workdays of a new vacancy occurring ~~and prior to April 15th of each school year,~~ the Employer shall provide notice of such vacancies to all members of the bargaining unit in writing (via e-mail).*

A. **Posting of Vacancies.** *~~Upon knowledge of vacancies and for all vacant positions, the GCVS shall first advertise vacant positions internally and notify all members of the bargaining unit in writing (via e-mail) of a list of vacancies as they become available. The list of vacancies shall contain:~~*

~~(1) A closing date, which is at least five (5) workdays following the posting date.~~

Commented [WA69]: 5/1/2024 Open Item
Q: Why is it unreasonable to have language which clearly spells out how notification of assignments are done? Our competition has it in their contract.

Commented [WA70]: 5/1/2024 Open Item
Q: Why is it unreasonable to have language which clearly spells out how transfers are done? Our competition has it in their contract.

Commented [WA71]: 5/1/2024 Open Item
Q: Why is it unreasonable to have language which clearly spells out how vacancies are handled?
Q: Why is it unreasonable to have a list of vacancies available? Including vacancies for the subsequent school year.
Q: Why is it unreasonable to have certain basic information included in vacancies when they are posted?
Our competition has this in their contract.

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~~(2) A job description.~~

(3) ~~Credentials and qualifications necessary to meet the requirements of the position. In the event the GCVS changes the licensing and qualifications of a posted position, it shall repost the new position and re-start the process.~~

(4) ~~If the GCVS posts a position requiring DESE licensure and will seek and/or allow a waiver of licensing, it shall include a statement to that effect as well as a statement of the criteria necessary for the waiver in the internal job posting.~~

B. ~~Internal/External Posting of Vacancies. All vacancies shall be posted simultaneously internally when they are posted externally.~~

C. ~~Filling of Vacancies. Vacancies shall be filled with the most qualified candidate as determined by the Executive Director in their sole discretion. All internal candidates shall be notified of the final decision for any position for which they applied and were interviewed.~~

D. ~~Newly Created Positions. The Executive Director shall promptly notify the Association of the creation of any new bargaining unit position and shall bargain with the Association if requested by the Association in accordance with M.G.L. Chapter 150E.~~

Commented [WA72]: 2/28/2024 Management Counter Proposal.

Commented [WA73R72]: 5/1/2024 Focus Item

6. AMEND ARTICLE VIII – INITIAL EMPLOYMENT, TRANSFER, OR PROMOTION TO READ AS FOLLOWS:

ARTICLE VIII

INITIAL EMPLOYMENT, TRANSFER, OR PROMOTION

8.0 ~~Initial Employment. All new members of the bargaining unit are hired initially on an annual basis. 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. 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. All present employees transferred or promoted to a new job are to be carefully monitored for ninety (90) calendar days.~~

8.1 ~~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 after of receiving such written notice to review the decision with the Executive Director Administrator, as the case may~~

Commented [WA74]: 4/10/2024 Open Item
Q: Does the District believe they no obligation to bargain with the Association when they create a new position?

Commented [WA75R74]: 5/1/2024 Do we have agreement on this?

Commented [WA76]: 2/28/2024 Management Response:
Reject
Maintain current contract language (Current Article VIII).

Commented [WA77R76]: 4/10/2024
Q: Why is it unreasonable to us to assume that new employees will be hired on an annual basis?

Commented [WA78R76]: 5/1/2024 Do we have agreement on this?

¹ Proposed changes are shown as follows: inserted/new language in *bold italics*, and deleted language with a ~~strikethrough~~.

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~~be, and to present information pertaining to the basis for the decision and to the unit member's status.~~

8.2 Transfer or Promotion. All present employees transferred or promoted to a new job position are to be carefully monitored for ninety (90) calendar days, ~~however no member of the bargaining unit with PTS shall be demoted to returned to his/her/their original assignment without just good cause.~~

7. AMEND ARTICLE IX – PAYROLL SCHEDULES TO READ AS FOLLOWS:

**ARTICLE IX
PAYROLL SCHEDULES COMPENSATION**

9.0 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 ~~26 or 22~~ **pays 185 days.**

9.1 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.

9.2 Salary Schedule. ~~The current wage salary schedules are incorporated herein by reference and a made a part hereof as Appendix A. is attached for the 2024-2027 school years. Wages for the 2024-2027 school years reflect an increase of TBD% on June 30, 2024, an increase of TBD% on July 1, 2025, and an increase of TBD% on July 1, 2026. These wage salary schedules are incorporated herein and made a part hereof as Attachment Appendix A.~~

9.3 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. An Employee shall be entitled to placement at a higher salary Step than the Step at which she/he was appointed, only for 30 calendar days after the date of the Employee's appointment letter with the salary level indicated, and not thereafter. An Employee seeking placement at a higher Step shall make said request in writing (via e-mail) to the Executive Director. The Executive Director shall review the Employee's request to adjust his/her/their initial placement on the salary schedule, including any verifiable years of experience. The Executive Director may adjust an Employee's initial placement on the Salary Schedule if he/she/they determine an adjustment is warranted by the facts. The Executive Director may deny an Employee's request to adjust his/her/their initial placement on the Salary Schedule, which shall not be~~

Commented [WA79]: 2/28/2024 Management Counter Proposal.

Commented [WA80R79]: 5/1/2024 T/A

Commented [WA81]: 5/1/2024 Union Counter Proposal.

Commented [WA82]: 2/28/2024 Management Response: Reject
No reason given.

Commented [WA83R82]: 4/10/2024 Why is it unreasonable to employees to not expect to be demoted or returned to their original assignment without cause?

Commented [WA84R82]: 5/1/2024 Union Counter Proposal.
Change "just cause" to read "good cause".

Commented [WA85]: 2/28/2024 Management Counter Proposal:
Salaries will be paid based on the annual salary divided by 22 or 26 equal pays. For the purpose of determining the daily per diem rate, the annual salary shall be divided by 190 days.

Commented [WA86R85]: 5/1/2024
Q: Agreement in principal on District counter proposal from 2/28/2024 in 9.1 - except for per diem rate - length of work year - which is still to be negotiated?

Commented [WA87]: 2/28/2024 Management Response: Reject

Commented [WA88R87]: 4/10/2024 Union Counter Proposal:
Change "are encouraged to" to read "shall".

Commented [WA89R87]: 5/1/2024 9.1 Do we have agreement on this?

Commented [WA90]: 2/28/2024 Management Counter Proposal:
Incorporate reference to Appendix A. No Percentages.

Commented [WA91R90]: 5/1/2024 Union Counter Proposal. *The current salary schedules are incorporated herein by reference and made a part hereof as Appendix A.*

Commented [WA92]: 2/28/2024 Management Counter Proposal:
Upon employment in the Greater Commonwealth Virtual School, a member of the bargaining unit shall be placed on the Salary Schedule at the Step **based upon the new members relevant past work experience, as determined by the Director.**

Commented [WA93R92]: 4/10/2024
Q: Why is it unreasonable to have a new employee initially put on the salary schedule based upon his/her "verifiable years of experience"?

¹ Proposed changes are shown as follows: inserted/new language in bold italics, and deleted language with a strikethrough.

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subject to the grievance and arbitration provisions of this Agreement, provided that the decision is not arbitrary or capricious.

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

9.5 **Service Credit.** Members of the bargaining unit must work at least ninety-two (92) days in a school year to receive a salary increment credit.

9.6 **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. *of courses as follows:*

A. September 1st for those courses completed and transcripts received by August 31st.

B. February 1st for those courses completed and transcripts received by January 31st.

9.7 **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. If this amount is not used, it shall roll over to the next school year.

8. DELETE ARTICLE X – SUPPLEMENTARY PAY PLANS AND REPLACE IT WITH THE FOLLOWING:

**ARTICLE X
SUPPLEMENTARY PAY PLANS ADDITIONAL COMPENSATION/STIPENDS**

10.0 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~~ **additional compensation/stipends**. New positions and the resulting supplemental **additional compensation/stipends** that fall under this policy 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 are based upon a work year of one-hundred and eighty-five (185) days. All positions which qualify for additional compensation/stipends are incorporated herein and made a part hereof as Appendix B.**

10.1 Appointments to these positions will be made by the Executive Director or designee upon recommendation by the appropriate program supervisor. ~~Payment of supplemental~~ **Payments for these assignments will be determined based on the type of supplemental pay (stipend, per diem, or hourly). Any additional work approved in advance by an Employee's supervisor not listed in Appendix B will be paid at the Employee's per diem hourly rate, determined by dividing the employee's annual salary by one-hundred and eighty-five (185) days, divided by seven and one-half (7.5) hours at the rate of \$45/hour and for all hours worked or any portion thereof.**

Commented [WA94]: 5/1/2024 Do we have agreement on this?

Commented [WA95]: 5/1/2024
Q: 9.5 Do we have agreement on this?

Commented [WA96]: 2/28/2024 Management Counter Proposal:
Increments for column advancement shall be provided in the next pay period following submission of appropriate supporting documentation.

Commented [WA97R96]: 5/1/2024 Union Counter Proposal

Commented [WA98]: 2/28/2024 Management Counter Proposal:
The Board will determine on annual basis the amount of professional development allowance available to members.

Commented [WA99R98]: 5/1/2024 Union Counter Proposal
Q: If we agree that this sort of allowance is beneficial to all members of the bargaining unit, then why is it unreasonable to expect that any PD allowance would be uniform (the same) for everyone?

Commented [WA100]: 5/1/2024 Open Item

Commented [WA101]: 2/28/2024 Management Response: Reject
A list is published each year. No standard list at this time, and amounts may change. Need flexibility. Some vary by grant funding.

Commented [WA102R101]: 5/1/2024 Union Counter Proposal.
Length of work year still TBD.

Commented [WA103]: 2/28/2024 Management Response: Reject
No change to contract. Per diem rate listed above and annual list is subject to change.

Commented [WA104R103]: 5/1/2024 Union Counter Proposal.

¹ Proposed changes are shown as follows: inserted/new language in bold italics, and deleted language with a strikethrough.

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10.2 ~~Teachers~~ **Employees** may be asked to document their work for the purposes of payment. An ~~teacher~~ **Employee** who is offered and ~~undertakes~~ **accepts** a ~~supplementary pay assignment~~ **supplementary position which provides for additional compensation/stipends** will receive an ~~supplementary contract~~ **appointment letter** specifying the ~~pay~~ **compensation**, 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.~~

10.3 *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 May 1st, and all postings will include a copy of ~~the job description~~ **qualifications** for the position and/or list of the duties to be performed. All members of the bargaining unit who apply for a position which provides for additional compensation/stipends will be notified in writing (via e-mail) of the decision, and no later than June 15th.*

10.4 *If the GCVS establishes a position which provides for additional compensation/stipends during the school year, the Employer will post the ~~proposed~~ 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).*

9. AMEND ARTICLE XI – PAYROLL DEDUCTIONS TO ADD THE FOLLOWING AT THE END OF PARAGRAPH 11.0:

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 has signed an authorization form for the deduction of such dues, and presents 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. The GCVS will notify the Association within ten (10) days of any such request.*

- Commented [WA105]:** 2/28/2024 Management Response: None
- Commented [WA106R105]:** 5/1/2024 Do we have agreement on this?
- Commented [WA107]:** 2/28/2024 Management Counter Proposal: **be notified by email**
- Commented [WA108R107]:** 5/1/2024 Q: Is it more difficult to post vacancies on the GCVS website vs. sending an emailing to all staff?
- Commented [WA109]:** 5/1/2024 Union Counter Proposal: Change "the job description" to read "qualifications".
- Commented [WA110]:** 2/28/2024 Management Response: Reject No reason.
- Commented [WA111]:** 2/28/2024 Management Counter Proposal.
- Commented [WA112R111]:** T/A 3/20/2024
- Commented [WA113]:** 2/28/2024 Management Counter Proposal.
- Commented [WA114R113]:** T/A 3/20/2024
- Commented [WA115]:** MOA 2022-2025 Item #2a

- Commented [WA116]:** 2/28/2024 Management Counter Proposal: Not sure what you're proposing here.
- Commented [WA117]:** 2/28/2024 Management Counter Proposal: Add new Paragraph E to read: **E. The Association will indemnify, defend, and hold GCVS harmless against any an all claims made and against any suit initiated against GCVS on account of this dues deduction provision.**
- Commented [WA118R117]:** T/A 3/20/2024

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10. DELETE ARTICLE XII – WORK DUTIES AND REPLACE IT WITH THE FOLLOWING:

ARTICLE XII
WORK DUTIES

12.0 General Duties: *Unit members are responsible for the following duties which will be performed during the normal workday. This does not represent an exhaustive list of all duties required of unit members:*

- A. *Absent circumstances beyond the control of the Employee, return all emails and phone calls within ~~two (2) workdays~~.*
- B. *Ensure Google Calendars are up to date, accurate, and clearly show how worktime is being used.*
- C. *Communicate with parents, students, and other unit members or employees on a regular basis to support GCVS students and families.*
- D. *Participate in the administration of the MCAS or other testing as reasonably directed by administration.*
- E. *Keep student records and data up-to-date, including cumulative files, online student and family information, attendance accounting, and logging all student and parent contacts.*
- F. *Other duties as assigned reasonably by administration*

12.1 Teaching Duties: *Unit members working as licensed teachers are responsible for the following, which will be performed during the normal workday. These shall include but not be limited to:*

- A. *Complete all grading so that all student work is graded within ~~ten (10)~~ workdays of submission.*
- B. *Support the instructional program with synchronous conferencing sessions and instruction supplemented with self-paced curriculum work.*
- C. *Review curriculum and devise alternate approaches to presenting lessons to increase student understanding (working directly with students and parents).*
- D. *Develop a strong knowledge of the curriculum and a very detailed knowledge of the courses.*
- E. *Support students and parents with alternate strategies and provide additional assistance with daily assignments and projects as needed.*
- F. *Other duties as reasonably assigned by administration.*

12.3 Benchmark Testing. *Members of the bargaining unit will be responsible for administering benchmark testing (currently Renaissance STAR 360) as directed throughout the school year based upon DESE mandates, the GCVS accountability plan, and as required for best practices. Any changes to DESE mandates, the GCVS accountability plan and/or best practices as related to benchmark testing shall be discussed*

Commented [WA119]: 2/28/2024 [Management Counter Proposal:](#)
24 hours

Commented [WA120R119]: 5/1/2024 Open Item
Q: Why is two (2) workdays unreasonable?

Commented [WA121]: 2/28/2024 [Management Counter Proposal:](#)
five (5)

Commented [WA122R121]: 5/1/2024 Open Item
Q: Why is ten (10) workdays unreasonable?

¹ Proposed changes are shown as follows: inserted/new language in ***bold italics***, and deleted language with a ~~strikethrough~~.

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with the Association. ~~The methodology of implementing benchmark testing will be evaluated on an annual basis with input sought from members of the bargaining unit.~~

12.4 Live Lesson: *Members of the bargaining unit working as licensed teachers will hold live lessons as directed. Student attendance will be tracked as directed by the administration.*

Commented [WA123]: 2/28/2024 Management Counter Proposal:
Reject this last sentence. No reason.

Commented [WA124R123]: 5/1/2024 Open Item.
Q: Why is staff input/feedback not valued?

11. AMEND ARTICLE XIV – PROFESSIONAL TEACHER STATUS TO CHANGE PARAGRAPH 14.0 TO READ AS FOLLOWS:

14.0 Teachers and certain other professional employees who have served in the school for three (3) consecutive full school years shall be entitled to **Professional Teacher Status (PTS)** 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 (1) 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.

Commented [WA125]: 5/1/2024 Do we have agreement on this?

12. AMEND ARTICLE XIV – PROFESSIONAL TEACHER STATUS TO DELETE PARAGRAPH 14.4.

~~14.4 Discipline of employees shall be in accordance with, and follows the procedures, contained in M.G.L., c. 71, s. 42 and 42D.~~

Commented [WA126]: 5/1/2024 Do we have agreement on this?

13. AMEND ARTICLE XV – REDUCTIONS IN FORCE TO CHANGE PARAGRAPH 15.1B TO READ AS FOLLOWS:

B. Whenever possible reductions in force will be accomplished by attrition. The 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.

Commented [WA127]: 5/1/2024 Do we have agreement on this?

14. DELETE ARTICLE XVII – STAFF COMPLAINTS AND DIFFERENCES AND REPLACE IT WITH THE FOLLOWING:

ARTICLE XVII
DUE PROCESS/DISCIPLINE

17.0 Handling of Complaints Made Against Employees. Any written complaints regarding an Employee made to any member of the Administration by any parent, student, or other person will be promptly called to the attention of the Employee. Prior to the imposition of any discipline or administrative action resulting from the complaint, the Employee will have the right ~~a hearing to first answer the allegations~~ and present his/her case or viewpoint.

17.1 Prohibition of Public Discipline. Any investigation of misconduct or discipline of a member of the bargaining unit by a supervisor, administrator, or any other agent of the

Commented [WA128]: 2/28/2024 Management Counter Proposal:
An employee who is to be disciplined based upon a complaint shall have the right to a copy of the complaint and a hearing prior to discipline. Why not promptly called to the attention of the employee?

Commented [WA129]: 5/1/2024 Union Counter Proposal.

Commented [WA130]: 5/1/2024 17.1 Do we have agreement on this?

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Employer shall be done in private and never in the presence of students, parents, other employees, or at public gatherings.

17.2 Union Representation. *Whenever a member of the bargaining unit is required to meet with a representative of the Employer concerning any matter which could lead to disciplinary action and/or adversely affect the Employee's employment status, the Employee shall be entitled to have a Union Representative present. The meeting shall be scheduled at a time that is both mutually convenient and as soon as reasonably possible for the Employer and the Association.*

Commented [WA131]: 5/1/2024 17.2 Do we have agreement on this?

17.3 Just Cause. *No member of the bargaining unit who has Professional Teacher Status (PTS) shall be demoted, disciplined, dismissed, or reduced in rank or compensation without just cause. The dismissal and suspension of an employee with PTS shall be in accordance with and follow the procedures contained in M.G.L. Chapter 71 § 42 and § 42D.*

Commented [WA132]: 5/1/2024 17.3 Do we have agreement on this?

15. AMEND ARTICLE XVIII – GRIEVANCE PROCEDURE TO CHANGE PARAGRAPH 18.4 TO READ AS FOLLOWS:

18.4 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. *The time limits specified for the filing and processing of a grievance may be extended by mutual agreement of the parties, in writing.*

16. AMEND ARTICLE XVIII – GRIEVANCE PROCEDURE TO CHANGE PARAGRAPH 18.6 A (3) TO READ AS FOLLOWS:

(3) 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)~~ ***fifteen (15)*** calendar days of the occurrence on which the grievance is based.

Commented [WA133]: 2/28/2024 Management Response:
What grievance level is this applicable to?
Level One: Immediate Supervisor

17. AMEND ARTICLE XVIII – GRIEVANCE PROCEDURE TO CHANGE THE 1ST SENTENCE IN PARAGRAPH 18.6 D (1) TO READ 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 ~~ten (10)~~ ***thirty (30)*** calendar days of the final disposition under Level Three.

Commented [WA134R133]: 5/1/2024 Do we have agreement on this?

Commented [WA135]: T/A 2/28/2024

¹ Proposed changes are shown as follows: inserted/new language in ***bold italics***, and deleted language with a ~~strikethrough~~.

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18. AMEND ARTICLE XIX – LABOR MANAGEMENT COMMITTEE TO READ AS FOLLOWS:

ARTICLE XIX
~~JOINT LABOR-MANAGEMENT COMMITTEES~~

19.0 *Joint Labor Management Committee.* ~~The A~~ 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 Association~~ 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.~~

19.1 *Workload/Class Size Committee (WC).* ~~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.~~ *There is a mutual interest between the Board of Trustees and the Association in providing the best possible education to GCVS students; and in so doing, making sure that staff, to the extent possible, recognizing the need for GCVS to remain flexible, have equitable and manageable workloads. Recognizing that there are limits to what any bargaining unit member may be reasonably expected to do in the course of their employment; and recognizing that staff and administration may have different expectations of what is reasonable; we agree on a process for addressing concerns that may develop over workload.*

A. There shall be a Workload Committee (WC), charged with addressing these concerns in a safe space, free from any threat or retaliation. The Committee shall be comprised of two (2) designees each appointed by the Executive Director and Association President.

B. Certain occurrences or events may trigger the convening of the WC, including a member of the bargaining unit believing that their current assignment, whatever it may be, is not manageable. Reasons that a bargaining unit member may believe their workload to be unmanageable could include caseload, tasks, or workload too great for them to accomplish in a reasonable workday/week; the assignment of significant new duties or tasks, significant changes in how current duties and tasks are to be completed, or significant increases in student assignments or caseloads. A member of the bargaining unit shall present his/her concerns, in writing, to the Association President who shall call for a meeting of the WC within fifteen (15) school days to review and discuss the member's concerns.

C. The WC shall meet and discuss whether there is agreement that a valid workload concern exists and propose a remedy, or whether there are other remedies that may be effective and appropriate. If the WC determines that there is a valid workplace concern and there is an appropriate remedy, they shall decide on how the remedy shall be accomplished. The WC shall issue its decision and recommendations within thirty (30) days of the presentation if it is able to reach a majority decision.

D. If the WC cannot reach an agreement on any particular matter brought before it, either party may bring the matter to the Board of Trustees at the next scheduled meeting.

Commented [WA136]: 2/28/2024 Management Counter Proposal:
upon request of either party

Commented [WA137R136]: T/A 3/20/2024

Commented [WA138]: 2/28/2024 Management Response: Reject
No change in current contract. Current process available, parties have not felt compelled to utilize in years.

Commented [WA139R138]: 5/1/2024 Open Item
Staff feel that the current process is ineffective and simply does not work, and that our concerns about workload are simply ignored.

¹ Proposed changes are shown as follows: inserted/new language in *bold italics*, and deleted language with a ~~strike~~through.

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E. By mutual agreement, a mediator or facilitator may be called in to help the WC determine whether there is a valid workload concern, whether the proposed remedy is appropriate, and if so, how it might be accomplished. The cost of the mediator/facilitator shall be evenly shared by both parties, the decision of the facilitator/mediator shall be binding.

F. The parties shall participate in this process in good faith. Any dispute over whether the process was properly followed may be addressed through the grievance article.

19. AMEND ARTICLE XX – LEAVES OF ABSENCE TO RE-NUMBER PARAGRAPH 20.0 (DOMESTIC VIOLENCE LEAVE) TO 20.9. (Correction to Union Housekeeping Proposal).

Commented [WA140]: 5/1/2024 Do we have agreement on this?

20. AMEND ARTICLE XX – LEAVES OF ABSENCE TO RE-NUMBER PARAGRAPH 20.1 (MILITARY LEAVE) TO 20.10. (Correction to Union Housekeeping Proposal).

Commented [WA141]: 5/1/2024 Do we have agreement on this?

21. AMEND ARTICLE XX – LEAVES OF ABSENCE TO RE-NUMBER PARAGRAPH 20.2 (SMALL NECESSITIES LEAVE ACT) TO 20.11. (Correction to Union Housekeeping Proposal).

Commented [WA142]: 5/1/2024 Do we have agreement on this?

22. AMEND ARTICLE XX – LEAVES OF ABSENCE TO RE-NUMBER PARAGRAPH 20.3 (PEACE CORPS) TO 20.12. (Correction to Union Housekeeping Proposal).

Commented [WA143]: 5/1/2024 Do we have agreement on this?

23. AMEND ARTICLE XX – LEAVES OF ABSENCE TO ADD A NEW PARAGRAPH 20.13 TO READ AS FOLLOWS:

*20.13 **Paid Family and Medical Leave (PFML):** GCVS shall provide Paid Family and Medical Leave (PFML) to members of the bargaining unit consistent with M.G.L. c. 175M. Members of the bargaining unit may use accumulated paid Sick Leave provided under this Agreement to make up the difference between their regular wages and any amount received under PFML.*

Commented [WA144]: 2/28/2024 Management Response: Reject
No language regarding PFML. Need flexibility to determine futuristically if it makes sense to continue.

24. AMEND ARTICLE XX – LEAVES OF ABSENCE TO ADD A NEW PARAGRAPH 20.14 TO READ AS FOLLOWS:

*20.14 **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.*

Commented [WA145]: T/A 2/28/2024

¹ Proposed changes are shown as follows: inserted/new language in *bold italics*, and deleted language with a ~~strikethrough~~.

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25. AMEND ARTICLE XX – LEAVES OF ABSENCE TO ADD A NEW PARAGRAPH 20.15 TO READ AS FOLLOWS:

20.15 Sick Leave Bank:

- A. Bargaining unit members may donate one (1) sick leave day per fiscal year for each five (5) days of accumulated leave they have to a Sick Leave Bank for use by other members of the bargaining unit that have exhausted his/her/their cumulative sick banks; however, each unit member must retain at least ten (10) sick leave days for his/her/their own account before donating. The GVCS shall be responsible for maintaining Sick Leave Bank records. The Association President or a designee shall have access to all Sick Leave Bank records.*
- B. Sick Leave Bank requests must be submitted in writing to GCVS Director of Business Services and the Union President or his/her/their designee. Any unit member who received eligible sick leave credits under this program shall first exhaust all paid leave he/she/they have accrued. Grants of leave from the Community Sick Bank shall be approved by both the Union President and the Director of Business Services or their designee(s).*
- C. The number of sick days that can be received by a unit member from the Sick Leave Bank is limited to forty-five (45) days per fiscal year.*
- D. Unit members utilizing the Sick Leave Bank shall have reinstatement rights in accordance with applicable law.*

Commented [WA146]: 2/28/2024 Management
Response: Hold
Need to look into logistics and potential financial implications.

¹ Proposed changes are shown as follows: inserted/new language in *bold italics*, and deleted language with a ~~strikethrough~~.

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26. AMEND ARTICLE XXI – INSURANCE BENEFITS TO CHANGE PARAGRAPH 21.0 A TO READ AS FOLLOWS:

A. **Health Insurance.** Full-time regular employees and *eligible* 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. 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. Effective July 1, 2024 Health Insurance premiums will be split between the GCVS and Employees with the GCVS paying eighty percent (80%) and Employees paying twenty percent (20%). The GCVS agrees that Employee costs for Health Insurance premiums will be pre-tax deductions equalized throughout the year based upon twenty-two (22) or twenty-six (26) payroll periods. Health insurance premiums shall be deducted one (1) month in advance, e.g., health insurance premiums for the month of March will be deducted from an employee's wages in February, and any increases effective July 1st will be deducted from an employee's paycheck during the month of June.~~

Commented [WA147]: 2/28/2024 Management
Response: Hold
Need to examine financial implications.

27. AMEND ARTICLE XXV – MCAS TESTING TO ADD A NEW PARAGRAPH 25.9 TO READ AS FOLLOWS:

25.9 In-Person School Functions/Remote Site Testing. *The parties' agree that the provisions of this Article shall also apply to members of the bargaining unit who are approved or required to attend in-person school functions, or perform remote site testing (other than MCAS).*

Commented [WA148]: 2/28/2024 Management
Response: Reject
No change in contract. Provisions in this Article are specific to MCAS activities.

Commented [WA149R148]: 5/1/2024 Do we have agreement on this?

28. AMEND ARTICLE XXIX TO CHANGE PARAGRAPH(S) 29. 0, 29.1 AND 29.2 TO READ AS FOLLOWS:

29.0 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 1st 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. The term of this Agreement shall be July 1, 2024 through June 30, 2027.~~

29.1 Negotiations: *Not later than November 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.

29.2 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

Commented [WA150]: T/A 2/28/2024

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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.*

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29. AMEND ARTICLE XIX – LABOR MANAGEMENT COMMITTEES TO ADD A NEW PARAGRAPH 19.2 TO READ AS FOLLOWS:

19.2 Effective with ratification of the 2024-2027 agreement the parties agree to convene the Joint Labor Management Committee to discuss the issues and concerns and make recommendations related to new student orientation including but not limited to the effective communication of student special needs to assigned academic staff, and creating a standardized on-boarding process for all new students at the GCVS.

Commented [WA1]: 2/28/2024 Management Counter Proposal: concerns and make recommendations related

Commented [WA2R1]: T/A 3/20/2024

30. AMEND ARTICLE XX – LEAVES OF ABSENCE TO ADD A NEW PARAGRAPH 20.1 C TO READ AS FOLLOWS:

C. Sick Leave Buy Back Plan. Effective July 1, 2024 all full time employees covered by this Agreement who have completed ten (10) years of service with the Greater Commonwealth Virtual School, shall be eligible to participate in a Sick Leave Buy Back Plan. An employee shall be entitled to apply all of his/her accumulated days of Sick Leave to the Sick Leave Buy Back Plan, however the amount paid to an employee under this plan will be limited to the number of days of accumulated Sick Leave. Upon retirement, an employee shall be eligible to receive payment for one-half (1/2) of his/her accumulated Sick Leave, based upon the employee's base salary at his/her date of retirement. Effective July 1, 2024, payment for each day of accumulated Sick Leave shall be computed at 1/185 of a teacher's salary.

31. AMEND ARTICLE XXIV – REIMBURSABLE EXPENSES TO ADD A NEW PARAGRAPH 24.6 TO READ AS FOLLOWS:

24.6 Members of the bargaining unit shall receive reimbursement of two-hundred dollars (\$200.00) per month towards the cost of their electrical and internet service.

32. AMEND ARTICLE XXV – MCAS TESTING TO ADD A NEW PARAGRAPH 25.0 C TO READ AS FOLLOWS:

C. Whenever possible a minimum of two (2) members of the bargaining unit will be assigned to all MCAS remote physical testing locations. In the event that there are not enough unit members available to work at a remote testing location, the administration will assign non-teaching staff to perform these duties.

Commented [WA3]: 4/10/2024 Union Counter Proposal.

Commented [WA4R3]: 5/1/2024 Do we have agreement on this?

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33. COMPENSATION/WAGES

A. AMEND SALARY SCHEDULE IN APPENDIX A AS FOLLOWS:

1) FY2025

a. EQUALIZE ALL STEPS/LANES AT 2.875%.

b. RENUMBER EXISTING STEPS 10+, STEP 15+, AND STEP 20+ AS FOLLOWS:

- STEP 10+ TO READ STEP 11
- STEP 15+ TO READ STEP 12
- STEP 20+ TO READ STEP 13

c. ADVANCEMENT TO STEP 11, 12, AND 13 WILL FOLLOW NORMAL STEP ADVANCEMENT OF ONE (1) STEP FOR EACH ADDITIONAL YEAR OF SERVICE AS STATED IN PARAGRAPH(S) 9.4 AND 9.5 OF UNION PROPOSAL #7 ON 12/20/2023.

d. COST OF LIVING ADJUSTMENT (COLA) OF ~~4.50%~~ ACROSS ALL CLASSIFICATIONS.

2) FY2026

COST OF LIVING ADJUSTMENT (COLA) OF ~~4.50%~~ ACROSS ALL CLASSIFICATIONS.

3) FY2027

COST OF LIVING ADJUSTMENT (COLA) OF ~~4.50%~~ ACROSS ALL CLASSIFICATIONS.

B. DELETE THE CURRENT APPENDIX A AND REPLACE IT WITH THE FOLLOWING:

Commented [WA5]: 2/28/2024 Management Response:
Reject

GCVS does not have the resources to implement the type of increases and revisions to the salary schedule. GCVS has a definite cap on enrollment and the State has not approved substantial increases.

Commented [WA6R5]: 3/20/2024 Additional Management Response:

GCVS has been informed by DESE Finance that the School Choice increase per pupil in FY25 will be 1.35%. GCVS is reviewing salary scale proposals and options for FY25.

Commented [WA7R5]: 3/20/2024 Additional Management Response:

GCVS has requested a CAP increase for FY25. If granted, this will allow for further additional options in FY25 budget planning. GCVS will provide an update to the Union if rejected or approved.

Commented [WA8]: 4/10/2024 Revised Union Proposal:
COLA of 4.00%

Commented [WA9]: 4/10/2024 Revised Union Proposal:
COLA of 4.00%

Commented [WA10]: 4/10/2024 Revised Union Proposal:
COLA of 4.00%

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FY2025 - 4.0% Effective 7/1/2024						
STEP	BA	MA	MA +15	MA +30	CAGS/MM	EDD/PHD
1	\$54,671.51	\$56,243.32	\$57,860.31	\$59,523.80	\$61,235.10	\$62,995.61
2	\$56,243.32	\$57,860.31	\$59,523.80	\$61,235.10	\$62,995.61	\$64,806.74
3	\$57,860.31	\$59,523.80	\$61,235.10	\$62,995.61	\$64,806.74	\$66,669.93
4	\$59,523.80	\$61,235.10	\$62,995.61	\$64,806.74	\$66,669.93	\$68,586.69
5	\$61,235.10	\$62,995.61	\$64,806.74	\$66,669.93	\$68,586.69	\$70,558.56
6	\$62,995.61	\$64,806.74	\$66,669.93	\$68,586.69	\$70,558.56	\$72,587.12
7	\$64,806.74	\$66,669.93	\$68,586.69	\$70,558.56	\$72,587.12	\$74,674.00
8	\$66,669.93	\$68,586.69	\$70,558.56	\$72,587.12	\$74,674.00	\$76,820.88
9	\$68,586.69	\$70,558.56	\$72,587.12	\$74,674.00	\$76,820.88	\$79,029.48
10	\$70,558.56	\$72,587.12	\$74,674.00	\$76,820.88	\$79,029.48	\$81,301.57
11	\$72,587.12	\$74,674.00	\$76,820.88	\$79,029.48	\$81,301.57	\$83,638.99
12	\$74,674.00	\$76,820.88	\$79,029.48	\$81,301.57	\$83,638.99	\$86,043.61
13	\$76,820.88	\$79,029.48	\$81,301.57	\$83,638.99	\$86,043.61	\$88,517.37
FY2026 - 4.0% Effective 7/1/2025						
STEP	BA	MA	MA +15	MA +30	CAGS/MM	EDD/PHD
1	\$56,858.37	\$58,493.05	\$60,174.72	\$61,904.75	\$63,684.51	\$65,515.44
2	\$58,493.05	\$60,174.72	\$61,904.75	\$63,684.51	\$65,515.44	\$67,399.01
3	\$60,174.72	\$61,904.75	\$63,684.51	\$65,515.44	\$67,399.01	\$69,336.73
4	\$61,904.75	\$63,684.51	\$65,515.44	\$67,399.01	\$69,336.73	\$71,330.16
5	\$63,684.51	\$65,515.44	\$67,399.01	\$69,336.73	\$71,330.16	\$73,380.90
6	\$65,515.44	\$67,399.01	\$69,336.73	\$71,330.16	\$73,380.90	\$75,490.60
7	\$67,399.01	\$69,336.73	\$71,330.16	\$73,380.90	\$75,490.60	\$77,660.96
8	\$69,336.73	\$71,330.16	\$73,380.90	\$75,490.60	\$77,660.96	\$79,893.71
9	\$71,330.16	\$73,380.90	\$75,490.60	\$77,660.96	\$79,893.71	\$82,190.65
10	\$73,380.90	\$75,490.60	\$77,660.96	\$79,893.71	\$82,190.65	\$84,553.64
11	\$75,490.60	\$77,660.96	\$79,893.71	\$82,190.65	\$84,553.64	\$86,984.55
12	\$77,660.96	\$79,893.71	\$82,190.65	\$84,553.64	\$86,984.55	\$89,485.36
13	\$79,893.71	\$82,190.65	\$84,553.64	\$86,984.55	\$89,485.36	\$92,058.06
FY2027 - 4.0% Effective 7/1/2026						
STEP	BA	MA	MA +15	MA +30	CAGS/MM	EDD/PHD
1	\$59,132.71	\$60,832.77	\$62,581.71	\$64,380.94	\$66,231.89	\$68,136.06
2	\$60,832.77	\$62,581.71	\$64,380.94	\$66,231.89	\$68,136.06	\$70,094.97
3	\$62,581.71	\$64,380.94	\$66,231.89	\$68,136.06	\$70,094.97	\$72,110.20
4	\$64,380.94	\$66,231.89	\$68,136.06	\$70,094.97	\$72,110.20	\$74,183.37
5	\$66,231.89	\$68,136.06	\$70,094.97	\$72,110.20	\$74,183.37	\$76,316.14
6	\$68,136.06	\$70,094.97	\$72,110.20	\$74,183.37	\$76,316.14	\$78,510.23
7	\$70,094.97	\$72,110.20	\$74,183.37	\$76,316.14	\$78,510.23	\$80,767.40
8	\$72,110.20	\$74,183.37	\$76,316.14	\$78,510.23	\$80,767.40	\$83,089.46
9	\$74,183.37	\$76,316.14	\$78,510.23	\$80,767.40	\$83,089.46	\$85,478.28
10	\$76,316.14	\$78,510.23	\$80,767.40	\$83,089.46	\$85,478.28	\$87,935.78
11	\$78,510.23	\$80,767.40	\$83,089.46	\$85,478.28	\$87,935.78	\$90,463.93
12	\$80,767.40	\$83,089.46	\$85,478.28	\$87,935.78	\$90,463.93	\$93,064.77
13	\$83,089.46	\$85,478.28	\$87,935.78	\$90,463.93	\$93,064.77	\$95,740.39

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