
AGREEMENT

BETWEEN

**READING SCHOOL COMMITTEE
("The Committee")**

And

**READING TEACHERS ASSOCIATION
("The Association")**

Effective: September 1, 2021

Expiring: August 31, 2024

TABLE OF CONTENTS

Article		Page
I	Recognition	3
II	Management Rights	4
III	Continuation of Current Practices	5
IV	Mutual Concerns	5
V	Grievance Procedures	5
VI	Teacher Licensure	7
VII	Professional Development and Improvement	8
VIII	Teacher Work Year, Hours & Load	9
IX	Teacher Evaluation	13
X	Teacher Assignment and Transfer	18
XI	Vacancies in Promotional Positions	19
XII	Sick Leave	20
XIII	Temporary Leaves of Absence with Pay	22
XIV	Parental & Adoption Leave	24
XV	Extended Leaves of Absence Without Pay	25
XVI	Sabbatical Leave	256
XVII	Teacher Protection	27
XVIII	Salary and Payroll Procedures	28
XIX	Payroll Deductions	30
XX	Vacation Employment	31
XXI	Reimbursement for Tuition and Obligatory Fees	32
XXII	Reduction in Force	33
XXIII	Agency Service Fee	36
XXIV	General	37
XXV	Part-Time Employees	38
XXVI	Duration	39
Appendices		
Appendix A	Teacher Salary Schedules	41
Appendix B	Salary Differentials	43
Appendix B-1	Athletic Differentials	44
Appendix B-2	Non-Athletic Differential	45
Appendix C	School Nurse Contract Provisions	48

AGREEMENT

Pursuant to the provisions of Chapter 150-E of the General Laws of Massachusetts, this Agreement is made by the Reading School Committee, hereinafter referred to as the Committee, and the Reading Teachers Association, hereinafter referred to as the Association.

PREAMBLE

Recognizing that our mutual prime purpose is to provide education of the highest possible quality for the children of Reading, and that the good morale of the teaching staff of the School Department of Reading is essential to achievement of that purpose, we, the undersigned parties of this Agreement, declare and agree that:

ARTICLE I

RECOGNITION

For the purposes of collective bargaining with respect to wages, hours and other conditions of employment, the negotiation of collective bargaining agreements, and any question arising thereunder, the Committee recognizes the Association as the exclusive bargaining agent and representative of a bargaining unit consisting of the following employees:

- All classroom teachers, including teaching specialists,
special education teachers and related service providers;
- Elementary assistant principals
- Guidance counselors;
- Department heads (teaching full-time or part time);
- Media specialists;
- Librarians; and
- School nurses (Excluding Director of Nurses)

Unless otherwise indicated, the employees in the above described bargaining unit hereinafter shall be referred to as teachers. Unless otherwise indicated, "Superintendent" or "Superintendent of Schools" shall be defined as the Superintendent or his designee.

ARTICLE II

MANAGEMENT RIGHTS

Under the law of Massachusetts, the Committee is responsible for establishing the educational policies of the public schools of Reading; and it is recognized that the Committee is a public body established under and with the powers provided by the statutes of the Commonwealth of Massachusetts and that nothing in this Agreement shall be deemed to derogate from or impair any power, right or duty conferred upon the Committee or Superintendent by statute or any rule or regulation of any agency of the Commonwealth. As to every matter not specifically mentioned or provided for in this Agreement the Committee and Superintendent retain all the powers, rights and duties that it has by current and applicable law, including the Every Student Succeeds Act, and may exercise the same at its discretion without any such exercise being made the subject of a grievance or arbitration proceeding hereunder.

ASSOCIATION RIGHTS

1. The Association shall have the right to use in-school mail compartments.
2. The Committee shall provide the Association with a list of all teachers employed in the system and a scatter sheet showing step distribution by the end of September of each school year.
3. The Committee shall furnish the Association with an agenda and approved minutes of its meetings.
4. There shall be twenty personal-days available for Association business, conferences, legislative hearings, and conventions, provided, however, not more than two classroom teachers from each school shall be requested or approved for such leave on the same work day, except at the high school, where no more than three classroom teachers shall be requested or approved for such leave. The Association shall give 24 hour notice to the appropriate principal of intention to take an Association day. The use of these days shall be determined by the Association President. The Association agrees to pay the cost of hiring a substitute. The RTA President may use these days in fractional increments; however when doing so the RTA agrees to pay the cost of the substitute teacher for the full school day.
5. The President of the Association so requesting shall be granted unpaid leave from extracurricular activities, with a right of return when the term of office expires. Except as provided in VII B.l.d, the President of the Association shall be allowed to leave school upon the conclusion of the students' regular school day in order to perform Association duties.
6. The Superintendent shall inform the Association in writing of the name(s) and address(es) of all new hires in the bargaining unit within 30 days of their being hired, and the written notice shall include placement on the salary schedule of each new hire.
7. On the teacher orientation days just prior to the opening of the student year, the Association shall be provided one 10-minute period after general faculty orientation meeting(s) in order to meet with all teachers to discuss Association activities.
8. The Committee will provide one copy of its "End of the Year Pupil Report" within fourteen (14) days of its final preparation.

ARTICLE III

CONTINUATION OF CURRENT PRACTICES

Current practices relating to wages, hours and conditions of employment, not otherwise changed by this Agreement applicable to employees covered by this Agreement, shall continue to be in full force and effect, subject to such state, federal and municipal laws and regulations as from time to time are in full force and effect and applicable during the life of this Agreement, except as hereinafter provided in Article V (Grievance Procedure).

ARTICLE IV

MUTUAL CONCERNS

- A. At least monthly, the President of the Association will meet with the Superintendent and appropriate members of the administration having an interest in items included on the agenda.

These meetings will be for the purpose of considering past, present and potential problems with the express intention of preventing and eliminating possible future grievances. Five days prior to each scheduled meeting the Association and the Superintendent will exchange proposed agenda items to be discussed. The parties are encouraged to initiate more frequent meetings whenever a perceived developing problem or opportunity so warrants.

- B. Whenever items included on the agenda are deemed to be of particular interest to the Committee, a member or members of the Committee may attend the meeting.

ARTICLE V

GRIEVANCE PROCEDURE

- A. A grievance is a dispute concerning the interpretation or application of this Agreement. The purpose of the grievance procedure is to produce prompt and equitable solutions in an atmosphere of informality and confidentiality. Nothing herein shall prevent an individual teacher from presenting his grievance individually, subject to the limitation of the first paragraph of Level 4 and paragraph C.2.
- B. Grievances shall be processed as follows:
- Level 1.** The grievance shall be presented orally to the appropriate principal or other immediate supervisor.
 - Level 2.** Within 7 school days after either an email or oral presentation at Level 1, an unresolved grievance shall be submitted in writing stating the specific contract violation(s) to the Superintendent or his designee, who shall meet with the employee and not more than 3 Association representatives within 10 school days after such submission. The Superintendent shall give his written answer within 5 school days after such meeting.
 - Level 3.** Within 10 school days after such meeting with the Superintendent at Level 2, an unresolved written grievance shall be submitted to the Committee. The Committee or its representatives shall meet with the employee and the Association representative(s) within two (2) regularly scheduled School Committee meetings after such submission. The Committee will give its written answer within 5 school days after such meeting.
 - Level 4.** Within 15 school days after such meeting, the Association, and not an individual employee may submit an unresolved grievance to arbitration. Submission shall be by letter, postage prepaid, addressed to the American Arbitration Association, or, by mutual agreement, to the Massachusetts Board of Conciliation and Arbitration, with a contemporaneously postmarked copy to the Committee via the Superintendent.
 - a. The arbitrator shall be selected and the arbitration shall be conducted in accordance with the Voluntary Labor Arbitration Rules of the AAA; and the cost shall be shared equally by the parties. The expense of its own presentations shall be borne by each party.

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- b. Except as otherwise provided in Subsection c that follows, the arbitrator shall be without power to modify, alter, add to, recommend a change in, or subtract from the provisions of this Agreement.
 - c. A grievance claiming the discontinuance of a current practice under Article III shall be arbitrated in accordance with the following rules:
 1. The question of whether a “current practice” as defined in Article III has been discontinued shall be determined as a normal question of contract interpretation within the limits of subsection b, above.
 2. If the arbitrator determines that any such “current practice” has been discontinued, the scope of arbitration shall be either of the following:
 - (A) If the arbitrator finds that the Committee attempted to negotiate in good faith prior to any such discontinuation, he shall decide the disposition of the case solely on its merits without regard to any presumption of continuation of such current practice under Article III or the limits of subsection b above.
 - (B) If the arbitrator finds that the Committee did not attempt to negotiate in good faith prior to any such discontinuation, he shall decide the disposition of the case as a normal question of contract interpretation involving Article III, within the limits of subsection b, above
 - d. The arbitrator shall be without power to impose a personal financial obligation on any present or future member of the Committee.
 - e. The arbitration award shall be final and binding on the Committee, the Association, and on individual employees.

C. General

1. A grievance shall be deemed waived unless:
 - a. presented at Level 1 or, in the case of a class grievance, at Level 2, within 20 school days after the event or condition leading to the grievance or within 20 school days after knowledge or reason to know thereof, or
 - b. submitted to the next higher step in the grievance procedure within the time limits specified therefore at each level. Such time limits may be extended by mutual agreement in writing.
2. In any instance where an employee submits a grievance without Association representation, the Association shall have the right to be heard and to be present, and the resolution of the grievance shall be consistent with the terms of this Agreement.
3. Grievances affecting a group or class of teachers or otherwise appropriate for direct submission at Level 2 may be so submitted in the discretion of the Association. In such event the Superintendent may invite the principal(s) involved to be present at the meeting with the individual and the Association representative.

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4. No reprisals against employees will be taken for filing grievances or for participating in the grievance procedure, nor shall any personnel record be maintained for any such purpose.
 5. In the event that a grievance cannot be processed outside of normal working hours, such grievance may be processed during regular working hours, provided that there is no interference with the assigned or scheduled duties of the personnel involved.
 6. Evidence newly discovered between levels will be presented to the person who heard the grievance at the earlier level. Such new evidence shall be presented at the earliest reasonable opportunity whenever possible in an effort to resolve the grievance prior to its being heard at the next level.
 7. When it is necessary for the grievant and/or representative of the Association to attend an arbitration hearing held during the school day, not more than two (2) such employees per hearing will be released from duty with pay.
 8. Grievance meetings and hearings shall be closed to the public and press.
 9. All financial settlements awarded to teachers pursuant to the settlement of a grievance shall be paid by the Committee normally within thirty (30) calendar days following notification of the settlement agreement by the Committee.

ARTICLE VI

TEACHER LICENSURE

It is the responsibility of the teacher to maintain appropriate licensure with the Commonwealth of Massachusetts Department of Education regarding their teaching assignment. Evidence of current appropriate licensure must be on file with the Superintendent in order to maintain employment with Reading Public Schools.

ARTICLE VII

PROFESSIONAL DEVELOPMENT AND IMPROVEMENT

- A. It is recognized that in our rapidly changing society teachers must constantly review curriculum content, teaching methods and materials, educational philosophy and goals, social changes, and other topics related to the quality of services in the classroom. There are many methods by which a teacher may improve his professional background. Courses taken at colleges and universities, travel, and individual study are all sources of professional improvement. Continued professional improvement is an integral part of being a professional teacher.
- B. Equitable distribution of vouchers will be insured by use of the following procedures in order of preference:

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1. When a voucher is received from the college, the Superintendent or his designee will first notify the cooperating teacher in writing that he has fourteen (14) calendar days from the date of receipt of notification to claim the voucher.
 2. If the cooperating teacher does not claim the voucher, either by stating disinterest in writing or by allowing the fourteen days to elapse without claiming the voucher in writing, the Superintendent or his designee will make the voucher available, through the building principal, to a teacher in the cooperating grade or department in the building principal, and thence to any teacher in the building, for a similar period of time and under the same conditions.
 3. If the voucher is not claimed within thirty (30) days, it will be returned to the Superintendent. Monthly the Superintendent will publish a list of available vouchers with expiration dates to be posted in each school in the district. Teachers may apply for these vouchers at any time, the recipient will be chosen by lot.
 4. Any teacher wishing to claim more than one voucher per year may only do so if there are no other applications from teachers who have yet to claim a voucher
 5. Vouchers cannot be used in lieu of tuition reimbursement as provided elsewhere in this agreement.
- C. The Committee will pay the reasonable expenses including fees, lodging and transportation incurred by teachers who attend workshops, seminars, conferences, conventions or other professional improvement sessions and visiting days (including visits to other schools), at the request of or with the approval of the principal or immediate supervisor. All professional development requests need to have written preapproval of the principal or immediate supervisor. A consistent pattern of disapproval, at a particular school, of teacher attendance at workshops, seminars, conferences, conventions, or other professional improvement sessions and visiting days, may be the subject of review by the Superintendent at the request of the RTA. The principal will be invited to participate.
- D. For the life of this agreement, there shall be a Technology Impact Committee comprised of 4 members of the RTA and 4 administrators. They will meet at the request of either party. The charge for this committee is to assess the impact technology has on teaching, student learning, school climate/culture, communication, and the professional day/work load of educators and administrators. This committee shall select two co-chairs from the existing membership, one from the RTA and one administrator. If the Superintendent is not one of the members of this committee, they shall meet with this group at least yearly.

ARTICLE VIII

TEACHER WORK YEAR, HOURS, AND LOAD

A. Work Year

1. The work year for teachers shall start no earlier than the first Monday before Labor Day and end no later than the date dictated by current policy and past practice. The February and April vacation periods will remain unchanged from what is current policy and past practice.

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2. The regular work year is defined as 185 days, including a total of up to five non-student contact days in combination before and during the student school year and at least 180 days with students. Two of the non-student contact days will be the 2 days prior to the first day of school for students. The others will be scheduled during the student calendar year. The schedule for these days will be directed by the Superintendent. If, as a result of cancellations, less than 180 days will be available for student attendance, sufficient additional days will be scheduled to provide 180 days of student attendance.
 - a. A joint labor management committee will be formed to review current professional development programs; provide input and planning on upcoming professional development programming; and create a functional evaluation tool to provide teacher/staff input regarding the professional development programming.
 3. If the committee determines that the work week shall be other than the normal five (5) work days pursuant to Section B below, the work year shall not exceed 1295 hours (185x7).
 4. Teachers who agree to be assigned by the Administration to work beyond the regular school year to fulfill the service delivery requirements of the Individualized Education Plan of a Special Education Student under the requirements of “substantial regression” (i.e. Extended School Year Program) will be paid for such work performed at their per diem rate based upon their salary schedule rate.

The work needs to be approved in advance by the Superintendent or designee. Employee signed timecards for such work must be submitted to administration within a week of the culmination of each pay period for when the work was performed.

The Committee will publish the payroll calendar on the website by July 15.

5. If a school day before a vacation week (December, February, April) is a district wide early release day for students, then staff will be released 30 minutes after the students are released.

B. Work Week/Work Day

1. The regular work week for all teachers shall consist of 35 hours, which shall be five (5) days of seven (7) hours, Monday through Friday.
 - a. The regular work day of teachers will begin fifteen minutes before students are expected to report to their classroom/homeroom for attendance purposes.
 - b. Each teacher will have a daily duty -free lunch period of at least one half-hour in length during the regular work day.
 - c. Teachers recognize and accept the responsibility of providing adequate extra-help and make-up opportunities for their students and attending parent conferences when appropriate after the close of the regular work day at times mutually convenient to all parties to the meeting.
 - d. Each teacher is subject to assignments by the building principal to curriculum committees, study groups, collaborative planning time with teachers, common

grade level, team, or department time to review student progress, building administrative groups, staff meetings etc., and, as members of these committees and groups, they will contribute to the improvement of instruction in the schools. Teachers will ordinarily be expected to devote two afternoons per month for such activities, under the direction of administration. Agendas for any after school meetings will be distributed at least two days prior to the meeting. The annual calendar of these dates will be planned by administration with consultation from the Professional Development Committee per the following guidelines:

- A draft calendar will be shared with the Professional Development Committee for consultation no later than June 15th of the previous school year.
 - The calendar will include tentative early release dates, professional development days, and staff meeting days.
 - Based on feedback, a final calendar will be developed no later than the first day of school.
- e. The regular work day for Professional School Nurses shall consist of seven (7) hours per day. It is recognized, however, that the School Committee may adjust starting and finishing times of the school day provided that the span of consecutive hours in the regular work day for any Professional School Nurse is not increased.

As part of their regular professional responsibilities, nurses may have to work beyond the seven (7) hours in the regular work day to care for a sick pupil/staff member. In addition, as part of their regular professional responsibilities each nurse is subject to assignment by the building principal or Director of Nurses to committee assignments that may extend beyond the typical school day. In addition, as part of their regular professional responsibilities, nurses will offer a yearly CPR/AED course for faculty and staff.

When a nurse is assigned to teach a CPR/AED course for faculty and staff beyond the regular school day/school year, the nurse will be paid the curriculum rate. The work needs to be approved in advance by the Superintendent or designee. Employee signed timecards for such work must be submitted to administration within a week of the culmination of each pay period for when the work was performed.

The Committee will publish the payroll calendar on the website by July 15.\

- f. There is an expectation that elementary and middle school bargaining unit members will attend two school-wide night events each year and high school bargaining unit members will attend one school-wide night event each year. The dates of these events will be communicated at the beginning of the school year by the administration. Teachers are encouraged, but not required to attend other night events. If a teacher is asked to present at a night event, and advanced preparation is necessary, adequate time will be provided outside of the regular teaching and preparation time allotted to prepare for the event. This language is exclusive of teachers who receive a stipend that requires attendance at a night event or teachers that are involved in performances or concerts. All events will occur on early release days for students and no meetings will be scheduled on those days.

collaboration. Teaching specialists shall be scheduled comparable time for planning purposes, giving due regard for the differences of their function.

Contractual Planning time for all teachers and specialists shall be defined as an unassigned block equivalent to 1 period of no less than 30 consecutive minutes.

- b. In addition to the above, elementary planning time will include an average of 105 minutes per week over a five-week cycle provided during elementary release time, superseding any contrary provision in VIII.E. Elementary early release day sessions for the purpose of district or school initiatives shall not occur on consecutive weeks. During the elementary planning time, no other meetings or professional development will be scheduled by administration.
- c. Commencing with the 1992-93 school year, the administration shall provide a school year schedule of elementary planning time scheduled for release time by the first day of school each year.
- d. Special Education Teachers shall have an additional IEP Meeting/Evaluation Planning Block of at least 60 minutes at the elementary level and one standard period of at least 45 minutes at the secondary level. In addition, K-12 special education classroom teachers (i.e. learning center and program teachers) shall receive additional release time on early release days or professional development days twice per quarter/trimester (to be determined by the building principal) of duty free time for the purpose of completing progress reports or other paperwork which are associated with a child's individualized education plan. Should the agenda or topic of other in-service days or early release days be focused on topics not related to their roles and responsibilities, special education teachers, with prior approval of the building principal or district administration, can use the time for the purpose of completing progress reports or other paperwork which are associated with a child's individualized education plan.
- e. Teachers who are required to miss their contractual preparation/planning time due to being asked to cover a class, attend a meeting of a special education IEP team, attend post observation meetings, attend the yearly initial goal setting meeting, attend the yearly mid-year goal setting meeting, attend the yearly end of year goal setting/post evaluation meeting or data collection meeting shall, within 10 school days of written notification to the building principal, be compensated for the lost preparation time with an equivalent amount of preparation time. Timecards for such work must be submitted at the culmination of each pay period for when the work was performed. The work needs to be approved in advance by the Superintendent or designee. Employee signed timecards for such work must be submitted to administration within a week of the culmination of each pay period for when the work was performed.

The Committee will publish the payroll calendar on the website by July 15.

3. Should the agenda of a staff meeting be focused on topics not related to their roles and responsibilities, nurses, with prior approval of the building principal, can use the time for individual or common planning time.

E. Release Time

1. Whenever the Committee authorizes release time days, said release time shall include but is not limited to the following purposes: teacher inter-building planning; construction of teaching materials; grade-level team meetings; in-service training; and parent conferences.

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2. Except when release time is planned by the Superintendent for more than one building, release time use will be planned by the building principal. Prior to the scheduling of release time, the building principal will seek, evaluate, and include where appropriate the recommendations of teachers in his building. Requests by individual teachers for deviation from previously programmed release time shall be submitted to the principal whose approval shall not be unreasonably withheld.
- F. When the district determines that a new standard shall be used for student grading (report cards, progress reports, etc.), those changes will be shared with the staff prior to the start of the grading period in which it will be implemented.
- G. Non-teaching duties, when deemed necessary by the principal shall be assigned equitably.
- H. In the event that a school building is evacuated or in the event that students are not permitted to enter a building because of emergency conditions, the Superintendent or his designee will determine in each instance whether teachers should be required to enter or re-enter the building.
- I. No teacher will be required to obtain a substitute. Teachers may be asked to submit names of possible substitutes.
- J. Class Size: It will continue to be the policy of the School Committee to maintain reasonable class sizes at all levels when possible.
- K. The following sections of Article VIII will apply to school nurses: A1, A2, A3, B1b, B1d, B2, B3, C1, C2, C3, E1, E2, G, H, I
- L. The District is responsible for providing substitute teachers in the event of an absence. If the District is unable to secure a substitute, another teacher, who is available during a time that coverage is needed, may be asked to provide coverage on a voluntary basis during a period that is not designated as their planning period. If a teacher is asked to provide coverage during their designated planning period, the teacher will be compensated at the curriculum rate for the period of time covered. Timecards for such work must be submitted at the culmination of each pay period for when the work was performed. The work needs to be approved in advance by the Superintendent or designee. Employee signed timecards for such work must be submitted to administration within a week of the culmination of each pay period for when the work was performed.
- The Committee will publish the payroll calendar on the website by July 15.
- M. The Committee proposes the formation of a Joint Labor Management Committee to review caseloads across the district and make recommendations to the bargaining teams as part of an overall program review of special education programs and learning center. The Joint Labor Management Committee will consist of no more than 4 members each from the Committee and the Association. This Committee should be formed and meet starting no later than March 2022 with work completed no later than September, 2022. Recommendations made will be based on data supported by actual numbers and research, along with any regulatory guidelines.

ARTICLE IX

TEACHER EVALUATION

- I. Purpose of Educator Evaluation
 - A) This contract language is locally negotiated and based on M.G.L., c.71, § 38; M.G.L. c.150E; the Educator Evaluation regulations, 603 CMR 35.00 et seq. In the event of a conflict between this collective bargaining agreement and the governing laws and regulations, the laws and regulations will prevail.
 - B) The regulatory purposes of evaluation are:
 - i) To promote student learning, growth, and achievement by providing Educators with feedback for improvement, enhanced opportunities for professional growth, and clear structures for accountability, 603 CMR 35.01(2)(a);
 - ii) To provide a record of facts and assessments for personnel decisions, 35.01(2)(b);
 - iii) To ensure that every school committee has a system to enhance the professionalism and accountability of teachers and administrators that will enable them to assist all students to perform at high levels, 35.01(3); and
 - iv) To assure effective teaching and administrative leadership, 35.01(3).
- II. Teacher Assessment Process (TAP)
 - A) The Teacher Assessment Process (TAP) will be the evaluation process that is used for all licensed teachers as stated in M.G.L., c.71, § 38; M.G.L. c.150E; the Educator Evaluation regulations, 603 CMR 35.00 et seq. During the 2021-2022 school year, the TAP committee will review the revised teacher rubric provided by DESE for further negotiations, if necessary, with the Parties about the possible use of the new rubric.
 - B) Only Educators who are Department of Elementary and Secondary Education licensed as a building administrator (i.e. Principals/Assistant Principals), district administrator (i.e. Superintendent/Assistant Superintendent, Director of Student Services, special education team chairperson) or Department Chairperson (i.e. Supervisor/Directors) may serve as Primary or Supervising evaluators of Educators.
 - C) Evaluators shall not make negative comments about the Educator's performance, or comments of a negative evaluative nature, in the presence of students, parents or other staff, except in the unusual circumstance where the Evaluator concludes that s/he must immediately and directly intervene. Nothing in this paragraph is intended to limit an administrator's ability to investigate a complaint, or secure assistance to support an Educator.
 - D) The superintendent shall insure that Evaluators have training in supervision and evaluation, including the regulations and standards and indicators of effective teaching

practice promulgated by ESE (35.03), and the evaluation Standards and Procedures established in this Agreement and the TAP Process.

- E) Should there be a serious disagreement between the Educator and the Evaluator regarding an overall summative performance rating of unsatisfactory, the Educator may meet with the Evaluator's supervisor to discuss the disagreement. If requested by the Educator, representation is permitted. Should the Educator request such a meeting, the Evaluator's supervisor must meet with the Educator. The Evaluator may attend any such meeting at the discretion of the superintendent.
- F) There shall be a standing TAP Committee comprised of at least 8 members of the RTA and at least 4 administrators which will serve as the joint management evaluation team and meet several times during the school year. The charge for this committee is the continual review and refinement of the TAP Educator Evaluation system as described in the regulations, rubrics, processes and documents. This committee shall select two co-chairs from the existing membership, one from the RTA and one administrator. If the Superintendent is not one of the members of this committee, they shall meet with this group at least yearly.
- G) Each Educator who is assigned to more than one building will be evaluated by the appropriate administrator, as determined by the Superintendent of Schools. The principal of each building in which the Educator serves must review and sign the evaluation, and may add written comments. In cases where there is no predominate assignment, the superintendent will determine who the primary evaluator will be.
- H) Each Educator shall be notified in writing of their primary Evaluator and supervising Evaluator, if any, at the outset of each new evaluation cycle. The Evaluator(s) may be changed upon notification in writing to the Educator.
- I) Violations of this article are subject to the grievance and arbitration procedures. The arbitrator shall determine whether there was substantial compliance with the totality of the evaluation process. When the evaluation process results in the termination or non-renewal of an Educator, then no financial remedy or reinstatement shall issue if there was substantial compliance.

III. Educator Plans

- A) Educator Plans shall be designed to provide Educators with feedback for improvement, professional growth, and leadership; and to ensure Educator effectiveness and overall system accountability. The Plan must be aligned to the standards and indicators and be consistent with district and school goals.
- B) The Educator Plan shall include, but is not limited to:
 - i) At least one goal related to improvement of practice tied to one or more Performance Standards;
 - ii) At least one goal for the improvement the learning, growth and achievement of the students under the Educator's responsibility;
 - iii) An outline of actions the Educator must take to attain the goals and benchmarks to assess progress. Actions must include specified professional development and

learning activities that the Educator will participate in as a means of obtaining the goals, as well as other support that may be suggested by the Evaluator or provided by the school or district. Examples may include but are not limited to coursework, self-study, action research, curriculum development, study groups with peers, and implementing new programs.

- C) It is the Educator's responsibility to attain the goals in the Plan and to participate in any trainings and professional development provided through the state, district, or other providers in accordance with the Educator Plan.

IV. Career Advancement

- A) In order to attain Professional Teacher Status, the Educator should achieve ratings of proficient or exemplary on each Performance Standard and overall. A principal considering making an employment decision that would lead to PTS for any Educator who has not been rated proficient or exemplary on each performance standard and overall on the most recent evaluation shall confer with the superintendent by May 1. The principal's decision is subject to review and approval by the superintendent.
- B) In order to qualify to apply for a teacher leader position, the Educator must have had a Summative Evaluation performance rating of proficient or exemplary for at least the previous two years.
- C) Educators with PTS whose summative performance rating is exemplary and, after 2013-14 whose impact on student learning is rated moderate or high, shall be recognized and rewarded with leadership roles, promotions, additional compensation, public commendation or other acknowledgement as determined by the district through collective bargaining where applicable.

Any changes in the evaluation process by the Department of Elementary and Secondary Education is subject to collective bargaining in accordance with the law.

VI. Using Student feedback in Educator Evaluation

- A. ESE will provide model contract language, direction and guidance on using student feedback in Educator Evaluation by June 30, 2013. Upon receiving this model contract language, direction and guidance, the parties agree to bargain with respect to this matter.

VII. Using Staff feedback in Educator Evaluation

- A. ESE will provide model contract language, direction and guidance on using staff feedback in Administrator Evaluation by June 30, 2013. Upon receiving this model contract language, direction and guidance, the parties agree to bargain with respect to this matter.

VIII. Other

- A. All monitoring or observation of the work performance of a teacher will be conducted openly and with full knowledge of the teacher. Secret observations are neither permitted nor condoned. The use of such devices as public address or audio systems, including tape recorders, and similar surveillance devices are strictly prohibited. Primary and supervising evaluators shall counsel

teachers or convey diverse comments to teachers privately. Teachers will be given a copy of any evaluation reports and evaluation materials prepared by their primary or supervising evaluators and will have the right to discuss such reports with their evaluators. Teachers will be advised when any material of any evaluative nature is placed in their personnel files.

- B. A teacher will have the right, upon request, to review and copy the contents of his personnel file. A teacher will be entitled to have a representative of the Association accompany him during such a review. The teacher will also have the right to submit a written comment on the contents of the file. This comment will be reviewed by the Superintendent or his designee and placed in the teacher's personnel file.
- C. No teacher will be reprimanded because of a complaint from a parent, student, or any other person outside the administration without the right to first present her/his viewpoint. In addition, no teacher shall be reprimanded or disciplined in front of students, other Committee employees or other persons. The Principal or his or her designee shall discuss any complaints brought forward with teachers in a timely fashion.
- D. The Association recognizes the authority and responsibility of the appropriate principal for disciplining or reprimanding a teacher for delinquency of professional performance. In any fact-finding meeting or investigative meeting at any level (Principal, Superintendent) when it is contemplated that disciplinary action may result against the teacher whose participation in such meeting has been requested, the teacher will be notified of the purpose of the meeting prior to the meeting. Such notice will normally be given on the work day immediately prior to the meeting except when the exigencies of the situation require an earlier meeting. The teacher will be entitled to have an Association representative present at the meeting.
- E. No derogatory or evaluative material originating after original employment shall be placed in a teacher's personal file unless the teacher has had an opportunity to review the material. The teacher may submit a written notation stating his views regarding any material and the same shall be attached to the file copy of the material in question. If the teacher is asked to sign material placed in his file, such signature shall be understood to indicate his awareness of the material, but in no instance shall said signature be interpreted to mean agreement with the content of the material.
- I. No PTS teacher shall be dismissed or disciplined without just cause. No teacher without PTS status who has been teaching in the Reading Public Schools for at least 90 calendar days shall be suspended without just cause.
- K. Evaluation of coaches: Coaches covered by the Agreement will receive a written evaluation and recommendation on rehire from the athletic director within one month after completion of the interscholastic sport. Decisions on rehire will continue to be made in the Spring.

ARTICLE X

TEACHER ASSIGNMENT AND TRANSFER

A. Teacher Assignment

1. Each teacher will be notified in writing of her/ his program for the coming school year, including the school (s) to which he /she will be assigned and the grade (s) and subject (s) they will teach no later than June 1st of each school year. Written notice of the names of the students assigned to her/him shall be given to the teacher as soon as practicable and under normal circumstances by the close of the preceding school year. Nothing in the preceding sentence shall preclude reasonable reassignment of students when required in the judgment of the Superintendent.
2. No secondary teacher shall be required to teach at any one time more than three (3) different academic courses in more than two (2) different academic subject areas except in those cases where a teacher in at least his second year in Reading and with more than three (3) years of prior teaching experience in or outside the Reading School System is willing to carry more than the above and makes a mutual agreement with the administration for such an exception. Other exceptions to the above may be made by the administration in those areas with a limited student enrollment.

In order to assure that students are taught by teachers working within their areas of competence, teachers shall not be assigned involuntarily outside the scope of their teaching certificates and/or their major or minor fields of study and/or reassignment of teachers could be disruptive to the educational process.

No secondary teacher shall be required to teach more than their full course load at any one time per semester. In a traditional seven period schedule, a full course load is defined as five classes. In a block schedule, it would be proportionally different based on the length and number of classes. If a secondary teacher agrees to teach beyond their full course load, the additional class(es) will be compensated proportionally (not hourly) for each additional class. For example, if a teacher teaches six courses and their full course load is five courses, then the teacher will be compensated an additional 0.2 of their salary.

3. Teachers who are assigned as part of their regular teaching schedule to work in two or more schools in a school day each week shall receive a travel stipend of \$50.00 per semester.

B. Transfers

Transfer is defined as movement of a teacher from building to building. The Committee and Association recognize that some transfer of teachers may be desirable and/or necessary. They also recognize that frequent transfer of teachers could be disruptive to the educational process and/or interfere with optimum teacher performance. Therefore, they agree as follows:

1. Request for Transfer

- a. Teachers wishing to be transferred shall so request in writing to the Superintendent at any time during the school year and shall renew such applications annually. All requests will be acknowledged in writing within 30 days after receipt of such request.

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- b. The Superintendent shall cause to be posted on the teachers' bulletin board in each school or on the school district website all permanent vacancies in bargaining unit positions, for a minimum of ten (10) calendar days prior to filling the vacancy. A "permanent" vacancy is one which the Reading School District decides to fill 1) for the balance of the school year but not less than one (1) semester or 2) effective the following September 1. Posting shall not prevent the Superintendent from advertising or recruiting applicants from outside the system. The posting shall indicate when the Reading School District expects to permanently fill a permanent vacancy.

2. Involuntary Transfers

- a. When transfers of teachers are necessary, volunteers will be transferred first, on approval of the Superintendent or his designee.
- b. When an involuntary transfer is necessary, a teacher's area of competence and certification, major or minor fields of study and other factors deemed appropriate by the Superintendent or Principal, as the case may be, shall be considered in determining which teacher(s) will be transferred. When all such factors are relatively equal, the least senior teacher, as measured by length of service in the particular school building, will be selected for transfer. Any selection based on least seniority shall not be subject to the grievance and arbitration procedure unless the claim is based on who has the least seniority.
- c. Notice of intent to transfer shall be given to teachers in writing. Before a teacher is transferred involuntarily, he will be given a written statement setting forth in detail the reason for his transfer. Any involuntary transfer shall be made only after a meeting between the teacher involved, appropriate principal(s) and the Superintendent, provided such meeting is requested prior to the date when such transfer is scheduled. The teacher may, at his option, have an Association representative present at the meeting.

ARTICLE XI

VACANCIES IN PROMOTIONAL POSITIONS

- A. For the purposes of this Article, there are two types of promotional positions:
 - Type 1. Any position covered by this Agreement paying a salary differential;
 - Type 2. Any professional or managerial position not covered by this Agreement.
- B. Whenever a vacancy in a promotional position occurs, in the months of September through June, it will be publicized by the Superintendent by means of a notice placed on the bulletin board in every school or on the school district website for a period of not less than ten (10) school days, with a copy e-mailed via Reading Public School email to the Association President and the membership.

For promotional vacancies occurring between the end of the school year in June and August 15, written notices of any such vacancy will be posted on the school district website and e-mailed via

Reading Public School email at least ten (10) days prior to the filling of the vacancy to the Association President and the membership.

In both situations, the qualifications for the position, its duties and the rate of compensation shall be clearly set forth.

Posting requirements under this section can be waived by mutual consent of the Superintendent and President of the Association.

- C. With respect to Type 2 promotional positions, the Reading School District agrees to give due weight to the professional background and attainments of all applicants within and outside the school system, length of service in the Reading School System, and other relevant factors. When in the judgment of the Reading School District all candidates are relatively equal, preference will be given to qualified employees covered by this Agreement, provided that the judgment of the Reading School District shall not be exercised arbitrarily and capriciously.
- D. Each applicant covered by this Agreement not selected for a Type 1 or Type 2 promotional position will, upon request, receive a written explanation from the Superintendent or his designee.

ARTICLE XII

SICK LEAVE

- A. Teachers will be entitled to fifteen (15) days of sick leave per school year, effective the first official day of said school year. Unused sick leave may be accumulated from year to year up to a maximum of 185 days. Sick leave is for personal illness. However, up to thirty (30) days of sick leave may be used each year for the illness of a member of a teacher's household or of an immediate family member. With the approval of the Superintendent, up to fifteen (15) days of sick leave may be used each year for the illness of a significant friend residing outside of a teacher's household.

A complete and accurate record shall be maintained of each teacher setting forth the dates used from sick leave and the number of sick days remaining. Such record shall be available for inspection by each member of the bargaining unit upon reasonable request. The total number of accumulated, unused sick leave days will be reported to each teacher annually by October 1.

- B. A teacher calling his supervisor to report in sick shall be expected to estimate his anticipated return date but will not be required to give specific details of his illness. Any teacher who has been absent because of illness for ten (10) consecutive school days shall return to his duties only with the approval of the Superintendent or his designee, and after presentation of a certificate from his attending physician indicating satisfactory recovery and ability to perform his duties. A teacher who has been absent five (5) consecutive school days may be requested to present such a certificate as necessary to comply with the requirements of the Federal Family and Medical Leave Act of 1993.

Any teacher who has been absent to care for a member of a teacher's household, an immediate family member, or a significant friend residing outside of the teacher's household for greater than five (5) consecutive days shall present a certificate from an attending physician documenting the necessity of the care by the teacher as necessary to comply with the requirements of the Federal Family and Medical Leave Act of 1993.

The Committee agrees to comply with the Family and Medical Leave Act which is incorporated by reference. Leave time granted under this Agreement will be credited against Committee's statutory obligation.

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- C. Sick leave benefits shall be voided upon date of resignation and no payments shall be made for unused days of sick leave.
- D. Sick Leave Bank: The Committee agrees to assist the Association in maintaining a sick leave “bank,” to be used only in cases of personal illness.
1. All teachers shall be considered as participants in the bank and one day of the annual sick leave of the participants shall be substituted and credited to the bank account; provided, however, by October 1 of each year the Association will notify the Superintendent’s Office of the names of teachers who have signified their desire not to participate by written notice to the Association.
 2. The sick leave bank will be administered by a Sick Leave Bank Committee (“SLBC”) to be comprised of two persons appointed by the Association and one person appointed by the Superintendent. The SLBC shall meet to consider request for the use and will notify the Superintendent in writing of the decisions to be considered at least one week prior to the scheduled meeting.
 3. The SLBC shall determine eligibility for use of the bank and the amount of leave to be granted based on the following criteria:
 - a) completion of one year of service, except a lesser amount as the SLBC may otherwise determine for good cause;
 - b) complete usage of all accumulated of accrued sick leave;
 - c) physician's statement certifying to the disability, illness or accident (submitted with the application requesting bank days and any renewal thereof);
 - d) no prior record of sick leave abuse.
 - f) requests for additional time from the sick leave bank must be made 2 weeks prior to the exhaustion of sick leave time unless the need for the leave is unforeseen.

In administering the bank the SLBC shall not countenance undue delay in processing retirement or other termination of employment on account of disability or illness.

4. All decisions shall be made by a majority vote and shall be final and binding on all parties and the decision made in good faith, shall not be subject to appeal or arbitration.” Employees shall begin to receive benefits, effective upon approval. This is not retroactive, except when the notification was waived for extenuating circumstances.
5. The initial grant by the SLBC to an eligible employee shall not exceed thirty (30) days. Upon completion of the thirty (30) day period, additional entitlement may be extended by the SLBC upon demonstration of need by the Applicant, not to exceed 120 days for the same illness or accident. Grants awarded from the SLBC may not exceed 120 days in one academic year.
6. All sick bank days in excess of 250, not used at the end of the school year, shall expire.

E. 1. Sick Leave Buyback

Subject to Section E 4, upon the retirement or death of a teacher on or after July 1, 1993, such teacher, or in the event of the teacher's death, the estate or spouse or other heir so designated in writing, shall be paid for accumulated unused sick days not exceeding one hundred (100) days at twenty-five percent (25%) (effective 9/1/98 at thirty percent (30%)) of the per diem rate in effect at the time of retirement or death. As of the 1997-1998 school year, those above masters max will be grandfathered without Cap for Sick Leave Buy Back; all others, Sick Leave Buy Back will be capped at \$6,637.

2. To be eligible to receive the payment for unused sick leave in the case of retirement, the teacher must on or before July 1, at least one year prior to the actual retirement date, notify the Superintendent of their intention to retire.
3. If a teacher does not retire on their announced date, they will not be eligible for any payment for unused sick leave. However, in the case of circumstances beyond the control of the teacher requiring that they not retire on the announced date or possibly the need to retire before that date, the Superintendent may permit the teacher to receive payment for unused sick leave at the time of such later retirement. The Superintendent shall not act unreasonably in exercising discretion hereunder.
4. Teachers who commence/d teaching in Reading from and after 9/1/96 shall not be eligible for Sick Leave Buy Back.

ARTICLE XIII

TEMPORARY LEAVES OF ABSENCE WITH PAY

Teachers shall be entitled to the following temporary non-accumulative leaves of absence with pay each year:

A. Personal Leave

Recognizing that occasionally there arises an unusual situation necessitating the unexpected absence of a teacher for personal reasons, the parties hereby agree to the following:

1. A personal leave day is designed for personal matters that normally cannot be accomplished outside the regular school day. The parties agree that such leave must be taken for important personal or business reasons and not as vacation or recreation. Teachers requesting personal leave shall execute the appropriate forms.
2. Each teacher may be granted not more than two (2) personal days with pay per school year. Such days shall be granted by the principal upon written request at least 48 hours in advance, unless an emergency situation precludes giving such advance notice, in which case the written submission justifying such leave shall be presented after such leave. The particular, private reason for such leave need not be stated.
3. In the event the Reading School District has valid reason to believe that a personal day had been taken for a reason inconsistent with the above provision, the Reading School District reserves the right to deny pay or take other appropriate action for that day, and the individual and/or Association reserves the right to file a grievance.

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4. One unused personal day may be carried over to the next year for a total of 3 days.

B. Bereavement Leave

1. In the case of a death in the immediate family of a teacher, such teacher shall be granted up to three days' leave with pay for the purpose of attending the funeral and/or to attend to family or personal matters arising as a result of such death. The term "immediate family" shall include only the teacher's spouse, child, mother, father, brother, sister, mother-in-law, father-in-law, grandparents, grandchildren, relative, or other person living in the employee's household. Additional days off with pay may be granted at the discretion of the Superintendent.
2. In the case of the death of a significant friend not living in the employee's household, the teacher shall be granted one day's leave with pay to attend the funeral; if such teacher is responsible for arranging the funeral and attending to personal matters as a result of such death, the teacher shall be granted up to two (2) additional days' leave with pay.

C. Legal Proceedings

Time necessary for appearance in any legal proceeding connected with the teacher's employment or with the school system will be allowed if the teacher is legally required to attend. This includes time spent while serving on a jury.

D. Other Leaves Under This Article

Temporary leaves of absence with pay for reasons other than those listed above may be granted for good reason by the Superintendent.

E. Shared Teaching

Teachers will notify their principal in writing of their interest in shared teaching and that request will be copied to the Superintendent.

Teachers may apply to job share under the following terms and conditions:

1. Teachers shall not be required to apply for job sharing.
2. They must be certified teachers who volunteer in the shared job.
3. The job-sharing request may not exceed one year. The teacher may request renewal, however.
4. The job-sharing application by the teachers involved is subject to the following procedure:
 - a. Receiving principal shall interview and request explanation from teacher
 - b. Principal shall review request with the Superintendent
 - c. Joint decision shall be rendered and communicated to teacher

The decision of the principal/Superintendent is not subject to challenge.

5. Teachers who job share shall receive pro rata seniority credit.
6. At the end of the job sharing school year, the participants shall return to their former status, subject to the terms and conditions of this Agreement and under the Law.
7. Under normal circumstances notification dates are as follows:

Preceding the job share year

November 1: The proposal to job share must be submitted in writing to the principal for his or her approval.

On or before April 1: The Superintendent, under normal circumstances, will give their decision on the requested job share.

8. The provisions of Section E shall not be applicable to School Nurses.

F. Religious Leave

Written requests *using a predetermined form* for up to two (2) days of paid leave shall be granted for the purpose of religious holidays. A religious holiday shall be defined as any day wherein absence from work is mandated in order to properly comply with the tenets of one's religion. Written requests shall be made one week prior to the holiday to the Director of Human Resources.

G. Domestic Violence Leave

Up to five (5) days of paid and ten days (10) unpaid for a total of fifteen (15) days domestic violence leave will be granted to employees in accordance with M.G.L. c. 149, s. 52E.

ARTICLE XIV

PARENTAL AND ADOPTION LEAVE

- A. A teacher who has been employed for not less than three (3) continuous months by the Reading School District shall, upon request, be granted a Parental leave of absence of no more than eight (8) calendar weeks duration; however if both parents are employees of the Reading Public Schools, the two employees are only entitled to eight weeks leave total between the two employees. Such leave shall be unpaid except to the extent of actual disability, supported by a doctor's certificate, which shall be treated as paid sick leave subject to the conditions set forth in Article XI. Non-birthing parents may use up to 15 sick/personal days.
- B. An application for leave must be made at least fourteen (14) calendar days prior to the anticipated date of departure and must include a statement of the teacher's intention to return and the approximate date on which the teacher expects to return. This notice provision may be waived by the Superintendent in the event of extenuating circumstances.
- C. A teacher granted a parental leave of absence under this policy shall, upon return to service after said leave, be restored to her previous, or a similar, position with the same status, pay, length of service credit and seniority as the teacher had on the date of commencement of the leave of absence. If other employees of equal length of service and status, serving in the same or similar position, have been terminated from service because of changes in the operation of the school system affecting employment of teachers of the same type, during the period of such parental leave of absence shall not be entitled to be restored to their teaching position.
- D. Any parental leave granted under this Section shall not affect the teacher's right to receive vacation time, sick leave, advancement, seniority, length of service credit, employee benefits, plans or programs, or rights of their employment for which they were eligible on the date of commencement of parental leave.

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- E. A teacher during parental leave may, for the period not covered by sick leave, at their own expense, maintain their status in the Reading Hospitalization and Insurance Benefit Programs by making payments of the usual and customary premiums.
 - F. Qualifying events for this leave are: (1) the birth of a child; (2) the adoption of a child under the age of 18; (3) adoption of a child under the age of 23 if the child is mentally or physically disabled; and (4) placement of a child with the employee per court order.
 - G. Teacher's benefits shall be the greater set forth herein or as required by the Family and Medical Leave Act of 1993.
 - H. The Committee agrees to comply with the Massachusetts Parental Leave Act and the Federal Family and Medical Leave Act which is incorporated by reference. Leave time granted under this Agreement will be credited against the Committee's statutory obligation.

ARTICLE XV

EXTENDED LEAVES OF ABSENCE WITHOUT PAY

- A. **Association Leave:** The Committee agrees that one teacher designated by the Association may be granted, upon request normally by April 1 of the prior school year, a leave-of-absence for a full school year without pay, for the purpose of engaging in State or National Association activities. Upon return from such leave, a teacher will be considered as if he were actively employed by the Reading School District during the leave and will be placed on the salary schedule at the level he would have achieved if he had not been absent.
- B. **Exchange Teacher or Action Program Leave:** A leave-of-absence without pay of up to two years may be granted, upon request by April 1 of the prior school year, to any teacher with professional teaching status who joins an action program as a teacher or serves as an exchange teacher, and is a full-time participant for the duration of the leave-of-absence in either program. Upon return from such leave, a teacher will be considered as if he were actively employed by the Reading School District during the leave and will be placed on the salary schedule at the level he would have achieved if he had not been absent. Notice of intent to return must be given by the teacher by March 1 of the school year preceding the year of return.
- C. **Military Leave** without pay will be granted to any teacher who is inducted or enlists in any branch of the Armed Forces of the United States to fulfill military obligations. Upon return from such leave, a teacher will be placed on the salary schedule at the level which he would have achieved had he remained actively employed in the system during the period of his compulsory absence.
- D. **Child Rearing Leave:** A teacher with professional teacher status may be granted child-rearing leave, without pay or increment, for a period of one year. The Superintendent will give due consideration for extension of child-rearing leave for not more than one additional year provided the request for extension is made prior to March 1 during such leave. Return to service normally will be at the beginning of a school year unless otherwise requested to the Superintendent. All requests for such leave are to be submitted to the Superintendent not less than 60 calendar days before said leave commences or by March 1st of the school year preceding if the leave is for the school year following." A teacher who, by March 1 of the school year preceding the year of return, submits a voluntary resignation to be effective at the beginning of the next school year shall receive severance pay in the amount of \$100.
- E. **Family Sickness:** Leave-of-absence without pay of up to one year may be granted for the purpose of caring for such a member of a teacher's immediate family as defined in Article XII, Section B or a significant friend living outside of the household. In the event the teacher taking such leave

works more than half of the school year in the year in which such leave is granted, said teacher will be eligible for an increment.

- F. **Personal Health:** After four (4) years of continuous employment in the Reading School System, a teacher may be granted a leave-of-absence, without pay or increments, for up to one full year for personal health reasons. Requests for such leave will be supported by appropriate medical evidence.
- G. **Educational Leave:** A teacher in the Reading School System may apply for and, if approved by the Superintendent, may be granted a leave-of-absence without pay for educational purposes. Normally such leave-of-absence will be granted only to teachers with professional teacher status. Application for Educational Leave must be made in writing to the Superintendent of Schools no later than March 1 of the year preceding the school year for which leave is requested. The application must be accompanied by a detailed statement of plans for spending the leave. Notification of action on such requests shall be given in writing to each applicant by April 1 of the year preceding the school year for which leave is requested.
- H. **Small Necessities Leave Act:** An eligible employee shall be entitled to up to twenty-four (24) hours of unpaid leave per contract year for reasons as provided by G.L. c. 149, §52D; a copy of the law may be obtained from the Superintendent's office. The eligible employee may choose to use any eligible sick leave or personal leave time
- I. **Other Leaves-Of-Absence:** Other leaves-of-absence without pay for personal or other valid reason(s) may be granted by the Superintendent.
- J. All benefits to which a teacher was entitled at the time his leave-of-absence commenced, including unused accumulated sick leave, will be restored to him upon his return, and he will be assigned to the same position which he held at the time said leave commenced, if available.
- K. All requests for leaves will be applied for in writing. Before leave commences, when requested and when practical, the Superintendent shall provide the teacher with a formal evaluation and a statement which indicates the step upon which the teacher will return.
- L. The Superintendent or his designee shall respond in writing to the leave request within 30 calendar days of receipt of the teacher's leave application, except as provided in G, above.
- M. A request to extend a leave of absence will normally be given by March 1.
- N. Teacher's benefits shall be the greater set forth herein or as required by the Family and Medical Leave Act of 1993.
- O. Notice of intent to return for all extended leaves of absence must be given by the teacher by March 1 of the school year preceding the year of return. Failure to submit timely notice may be treated by the Superintendent in their discretion as a voluntary resignation.

ARTICLE XVI

SABBATICAL LEAVE

Upon recommendation of the Superintendent, a Sabbatical Leave may be granted to a member of the teaching staff by the Committee subject to the following conditions:

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- A. Sabbatical Leave is to be granted as a form of recognition of notable service as a teacher.
 - B. The applicant has completed at least seven (7) consecutive, full school years of service in the Reading School System, at the time leave commences.
 - C. No more than three (3) members of the teaching staff may be absent on Sabbatical Leave at any one time and such leaves shall be granted only when the condition of the department or area of teaching of the teacher in question is such that the teacher's absence will not seriously impair the interests of the Reading School System.
 - D. Application for Sabbatical Leave must be made in writing to the Superintendent of Schools no later than December 15 of the year preceding the year for which leave is requested. The application must contain recommendations of the teacher's supervisors and shall be accompanied by a detailed statement of plans for spending the leave in a manner clearly calculated to contribute to the professional advantage of the candidate and in the best interests of the Reading School System. Notification of action on such applications shall be given in writing to each applicant by January 15 of the year for which leave is requested.
 - E. Within four weeks following the teacher's return from such leave, a written report of activities during the leave shall be transmitted to the Superintendent.
 - F. Teachers on Sabbatical Leave will be paid at the rate of full pay for a half-year's leave, or half-pay for a full year's leave, provided that such pay when added to any program grant will not exceed the teacher's regular salary rate. Normal increments and other benefits will also be granted. For purposes of this section, one half year shall be defined as 185/2 school days. Teachers who finish or abandon sabbatical projects prior to the termination of their authorized sabbatical leave (one-half year or one full year) shall return to work in the Reading School system for the duration of the sabbatical period.
 - G. Teachers will agree in writing to return to employment in the Reading School System for one full year in the event of a half school year's leave or two full years in the event of a full school year's leave. Failure to fulfill this agreement shall result in return to Reading all monies paid during the Sabbatical Leave in accordance with Chapter 71, Section 41A of the General Laws of Massachusetts, unless such failure is a result of such teacher's death or permanent disability.
 - H. When application for Sabbatical Leave is granted, the school administration shall consult with the candidate for the purpose of determining salary payment arrangements, dates and other details in conformance with the approved plan of the sabbatical leave. Thereafter, the candidate shall sign a completed form reflecting that understanding.

ARTICLE XVII

TEACHER PROTECTION

- A.
 - 1. Principals and teachers shall be required to report in writing to the Superintendent any case of assault, or injury resulting therefrom, arising in connection with their employment. The Superintendent shall acknowledge receipt of such report and shall report this information to the Committee. The principal or immediate supervisor will promptly report the incident to proper law enforcement authorities in the event such report has not been made.
 - 2. Alleged incidents of assault or injuries resulting therefrom shall be promptly investigated by the teacher's principal and the Superintendent or his designee. A written report of this

investigation shall be forwarded to the Committee. Such report or any subsequently acquired information relating to the incident shall be released upon the request of the teacher or any party to the incident.

- B. The Committee shall provide indemnification whenever any teacher shall become eligible under Chapter 41, Section 100C of the General Laws of the Commonwealth of Massachusetts as amended in accordance with the provisions of that section.
- C. The Superintendent shall grant personal injury leave not exceeding five (5) days, without loss of pay and not deducted from sick leave to a teacher who is the physically injured victim of an assault during the course of employment, where such incident involved neither contributory negligence nor misconduct by the teacher. In instances in which injuries covered by this section incapacitate a teacher for more than five (5) calendar days he or she may apply for Workers' Compensation benefits under General Laws Chapter 152. Additionally, under Ch. 152, S. 69, a teacher who is entitled to sick time may use their eligible sick time to supplement their workers' compensation benefits to result in payment of their full wages. No benefits provided under this section shall extend beyond the termination date specified in the duration clause of this agreement.
- D. Upon written request, the Superintendent will arrange for the Association to inspect, or copy at its expense, any insurance policies maintained by the Town covering teacher liability and/or indemnity.
- E. The Committee recognizes health and safety concerns to be the highest priority and will address, with reasonable promptness, any such concerns brought to its attention by the Association toward the end of taking necessary corrective action. Nothing contained in the previous sentence, however, shall be deemed to require the Committee to take any action, not otherwise required, by applicable Federal or State Health and Safety Laws and Regulations.

ARTICLE XVIII

SALARY AND PAYROLL PROCEDURES

The Committee and the Association agree to the following procedures regarding compensation, advancement on the salary schedule (see Appendix A attached hereto) and payroll procedures:

- A. Vertical movement on the salary schedule (Appendix A) is based primarily on the individual's satisfactory performance of one's professional responsibility. Only in cases of unsatisfactory performance may an increment be withheld. Judgment on satisfactory performance will normally be exercised by the supervising principal and the Superintendent based on the formal evaluation reports. Whenever salary increases are withheld, written notice to this effect shall be given the teacher by May 1 with an explanation of the causes for such decision.
- B. In order to move horizontally on the salary schedule, the following shall apply:
 - 1. All degrees qualifying for additional compensation are to be earned from an accredited institution of higher learning.
 - 2. Evidence supporting earning of credits or degrees must be presented to the Superintendent or his designee prior to September 1 to be effective. Verbal presentation of credits or degrees earned during the preceding summer will be accepted provided written evidence is presented prior to October 1.
 - 3. Upon successful completion of any appropriate in-service program offered for credit by the Reading School System, and so approved by the Committee, such credit will be

applied toward horizontal movement on the salary schedule. Credit for in-service training shall be limited as follows:

- a. For a teacher in the Bachelor's, B + 15, or B + 30 such credit may not be carried beyond Master's.
 - b. For a teacher at Master's, such credit may not be carried beyond M + 30.
4. Beginning with the 2012-13 School Year, upon successful completion of any of the following competencies, an additional amount of \$500 will be applied toward a teacher's salary. Teachers must submit evidence of completion to the Administration by October 1st in order to be eligible. In order to maintain the competency stipend, a teacher must provide evidence to the Human Resources Director and approved by the Superintendent of Schools (30 PDP's via the relicensure process) every five years that they have stayed current in their competency area. If evidence is not provided prior to their relicensure period of 5 years, the stipend will no longer be remitted to the teacher.

Competency categories will be reviewed on an annual basis for current trends and needs in education. The Superintendent upon consultation with the Association will make changes that will contribute to the improvement of teaching.

The following competencies are currently available for teachers to improve their practice.

- a. Dual Massachusetts Department of Elementary and Secondary (or equivalent) licensure in current special education and/or the teacher's current teaching area. Teachers must have a separate current teaching area license and a separate current special education license for the grade level that they are teaching in.
 - b. Advanced Technology Proficiency (Level to be determined by the Superintendent)
Clarification: Teachers who achieve this level of proficiency would have taken the equivalent of 6 graduate level credits which focus on the integration of technology and 21st Century Skills in the classroom. The coursework would need to be approved in advance by the Superintendent of Schools. Staff who achieve this level of proficiency would also be open to presenting and sharing with staff those skills at in-service days, staff meetings, and in-district workshops.
 - c. National Institute for School Leadership (NISL) certification.
 - d. National Board Certification
 - e. National Certified School Nurse Program (will provide staff training on health issues)
 - f. Behavioral Health competency which will include a series of workshops and sessions that focus on student support and behavioral health. This may include, but is not limited, to the Trauma 1-4 courses. The requirement for this competency will be determined by the Superintendent.
 - g. Reading Program Certification (Either Orton Gillingham level 1 or above, Wilson Level 1 or above). Qualifications for this competency will be determined by the Superintendent or designee. Teachers will only receive one stipend for this competency.
- C. Each teacher shall be paid through direct deposit 1/21st of their annual salary every other week on a specific and consistent day beginning with the first payday of the school year. If a payday falls on a holiday or during a weekly vacation period, payments shall be made on the last school day before such holiday or vacation period. A teacher may receive pay through direct deposit in 26 equal biweekly installments beginning with the first pay period in September, provided the teacher submits a written form so requesting to the Superintendent by the last work day of the prior school year. Any teacher electing 26 equal biweekly installments may receive his pay for July and August

in a lump sum on the last teacher work day in June upon proper notification to the Office of the Superintendent by the last work day of the prior school year. Teachers will receive their direct deposit pay statement electronically.

- D. The salary of any teacher covered by this Agreement who is employed after the start of the work year or whose employment ends prior to the last work day of the work year shall be proportional to the number of work days actually employed compared to the full work year. For purposes of reduced compensation for docking, a teacher's per diem pay will be computed at 1/185th of their annual salary.
- E. A teacher entering the Reading School System will be placed in a classification for which their training has qualified them and at the increment step which most nearly coincides with the teacher's experience and ability as determined by the Superintendent, according to the applicable teacher salary scale.

F. **Longevity**

- 1. Subject to Section 2, teachers shall be granted a longevity payment in accordance with the following.

<u>Years of Service</u>	<u>Amount</u>
15 or more but under 20	\$ 300
20 or more but under 25	\$ 600
25 or more but under 30	\$ 850
30 or more	\$1,100

Longevity will be paid in a lump sum during the first pay period in December.

- 2. Teachers who commence/d teaching in Reading from and after 9/1/96 shall not be eligible for longevity.
- 3. Nurses hired prior to July 1, 1995 will continue to receive longevity payments in force on the effective date of the Agreement. Nurses hired on or after July 1, 1995 shall not be eligible for longevity pay.

- G. Stipends for other positions covered by this Agreement are included in the appendices as follows:

Appendix B-1.....Athletic Differentials
Appendix B-2.....Non-Athletic Differentials

- H. All stipends for Appendix B-1 and seasonal activities in Appendix B-2 will be paid in the next payroll cycle following the end of the season, event, or obligation. School year-round activities in Appendix B-2 will be paid biweekly once the activity begins.

The current stipend schedule for coaches and advisors (Appendix B1 and B2) represents salaries for their full season (as determined by MIAA) or activity, including any post season events. Should the season or activity be halted due to extenuating circumstances, coaches and advisors shall be paid a percentage salary beginning from this date. For example, if the season or activity is ten (10) weeks, then the compensation shall be one-tenth (1/10) of the total compensation (pro rata based upon weekly salary).

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- I. All lane change placements shall apply to nurses. The Superintendent, in consultation with the Director of Nurses, will develop a hiring procedure for placement of nurses on the salary schedule. The Committee agrees to share this procedure with the RTA.

ARTICLE XIX

PAYROLL DEDUCTIONS

- A. Dues or Agency Service Fee Deductions
 1. The Committee agrees to deduct from salaries of its teachers dues for the Reading Teachers Association, Massachusetts Teachers Association and the National Education Association or any one of the above associations as said teachers individually and voluntarily authorize the Committee to deduct or agency service fees so authorized for the committee to deduct. The money deducted will be transmitted promptly to the Association in the form of a check.
 2. Initial teacher authorization will be in writing on a form prescribed by the Association and must contain the signature of the individual requesting the deduction(s).
 3. Only those names submitted to the Office of the Superintendent by the Association on or before October 1 will have monies be discontinued only when requested by the teacher in writing prior to October 1 of the school year or otherwise in conformance with law.
 4. Deductions will be made in relatively equal biweekly payments commencing with the month of November.
- B. Notice of tax-sheltered annuity programs shall be provided with the first salary payment at the opening of the school year. An interested teacher shall notify the Superintendent's Office in writing by October 15.
 1. Changes in deductions to a tax sheltered annuity program may be made monthly on thirty days notice of request for change received by the Superintendent's Office prior to the beginning of any calendar month.
 2. The employer will send promptly all deductions for such tax-sheltered programs to the individual companies contracted and designated by the individual teacher.
 3. The School Committee will match \$175.00 (one hundred seventy-five dollars) of a teacher's deposit into their qualified 403(b) tax-sheltered annuity account for those teachers whose most recent start date is after the last day of school of the 1998-99 school year only.
 4. Deductions and payments to tax-sheltered annuities and/or other 403(b) plans will only be paid to vendors approved by the Town of Reading and in conformance with the Town of Reading's Plan documents and IRS regulations.
- C. Payroll deductions shall be available for the MTA Credit Union, the Reading Municipal Employees Credit Union and the United Fund, to the extent permitted by the Town.
- D. Payroll deductions will be available for pay premiums for a MTA sponsored disability insurance program. This program is administered through the MTA, not through the Town of Reading or Reading Public Schools.

ARTICLE XX

EMPLOYMENT OUTSIDE OF CONTRACTUAL DAY

- A. A limited number of vacation employment or outside of contractual day opportunities may be supported each year. Such Vacation employment may include summer teaching assignments, workshops designed to improve the instructional program in Reading, curriculum work or other approved programs. Proposals for workshops or other vacation employment opportunities may be initiated by a member of the staff, the administration or the Committee, and are subject to approval by the Superintendent or designee and the Committee.
- B. All openings for vacation employment will be adequately publicized by the Superintendent in each school building as early as possible. The estimated number of work days (or hours) involved in vacation employment shall be included on the notice. Applicants for such positions will be notified of the closing date for applications. Employees in the system applying for such positions will be given due consideration, but nothing in the Article shall prevent the Reading School District from hiring outside the school system for vacation employment.
- C. In an attempt to accommodate the needs of teachers and the administration regarding notice of summer employment opportunities, such notice will be posted normally no later than April 1. The administration reserves the right to cancel, modify, add to or subtract from any such summer employment opportunity.
- D. Teachers who are engaged in voluntary curriculum/professional work for compensation will be compensated at \$44.00 per hour up to a maximum of \$280.00 for a full day (7 hours).
- E. Curriculum Work: When teachers have agreed to instruct teachers in approved workshops, they will be paid for hours of teaching at the per diem rate of their annual contract salary rate. The total payment amount must be clearly indicated in advance of a teacher accepting the assignment. All workshops must have a clear and detailed agenda and be approved by the Assistant Superintendent at least two (2) weeks prior to occurrence. The Assistant Superintendent will define all workshops, and the Assistant Superintendent's decision is only appealable to the Superintendent. The Superintendent's decision is final and not appealable.
- F. The provisions of this Article shall be applicable to School Nurses.
- G. Overnight Trips: Overnight trips are voluntary on the part of any teacher or nurse. Teachers and nurses who have been approved as an official chaperone by a building principal for a School Committee approved curriculum based field trip (i.e. Nature's Classroom, Middle School trip to Canada) that occurs during the school year and is already not receiving compensation from another funding source (i.e. travel agent), including, but not limited to airfare and hotel accommodations, will be compensated at the rate of \$50 per night for teachers and \$100 per night for nurses who are specifically on the trip as part of a child's Individualized Education Plan or 504.
- H. Time Cards-Time cards for additional work outside of the school day must adhere to the following:
1. Work must be approved in writing in advance (Time will vary based on project) by the building principal or district administrator.
 2. Once work is completed, an employee signed time card must be submitted to administration for their signature within a week of the culmination of when the work was performed.
 3. If approved time cards are not submitted in accordance with paragraph 2 above, the administration reserves the right not to compensate for hours worked.

ARTICLE XXI

REIMBURSEMENT FOR TUITION AND OBLIGATORY FEES

During the life of this Agreement the Committee will provide 100 percent reimbursement for tuition and obligatory fees for courses which improve the professional competence of the teacher, subject to the following limitations.

1. The Committee will not reimburse courses of less than two (2) credits in any year.
2. Reimbursable credits in any school year shall be credits taken between September 1 and August 31st. One third of the amount allocated will be available from September 1 to December 31st, one third of the amount allocated will be available from January 1st to April 30th and the final third of the amount allocated will be available from May 1st to August 31st. Except as provided hereafter, total reimbursement for tuition and obligatory fees shall be \$1000.00 per course for up to three courses a year. If there are additional funds over one third available on May 1st, the administration will notify the RTA President, who will notify members. Those members can apply on a first come, first serve basis.

Reimbursable credits in any school year shall be credits taken between September 1 and August 31. One third of the amount allocated will be available from September 1 to December 31st, one third of the amount allocated will be available from January 1st to April 30th and the final third of the amount allocated will be available from May 1st to August 31st. Except as provided hereafter, total reimbursement for tuition and obligatory fees shall be \$1000.00 per course for up to three courses a year. If there are additional funds over one third available on May 1st, the administration will notify the RTA President, who will notify members. Those members can apply on a first come, first serve basis.

For a teacher working on a Master's Degree or other advanced degree approved in advance by the Superintendent, total reimbursement for tuition and obligatory fees shall be \$1750.00 per course for up to three courses a year.

In order to maintain eligibility for such total annual reimbursement for tuition and obligatory fees under the prior sentence, the teacher is to take a minimum of six (6) credits per school year in consecutive years until completing the requirements for the Master's Degree or other advanced degree. The requirement of consecutive years may be waived by the Superintendent due to extenuating circumstances.

There shall be an annual cap on total annual expenditures for tuition reimbursement in any single school year of \$95,000.00. Tuition reimbursement shall be disbursed in the order in which requests are received, subject to approval, until the cap is met.

3. Teachers should notify the Superintendent in advance of taking a course or at the time of enrollment in a graduate course subject to reimbursement for tuition and obligatory fees hereunder. Such notice is not for purposes of approval or disapproval of courses by the Superintendent, but to facilitate record-keeping requirements.
4. Teachers requesting approval for reimbursement for tuition for undergraduate courses, North Shore Consortium Credits, Continuing Education Credits (CEU's), or other professional development course, must do so in writing at the time of enrollment. The written request shall state the reason for requesting the course and indicate its bearing upon their professional work. The Superintendent shall reply in writing within a reasonable time (which at the timely request of the applicant shall be prior to the course commencement)

indicating approval or rejection. Only courses which will benefit both the professional growth and development of the teacher and the particular needs of their students will be considered. The decision of the Superintendent shall not be subject to challenge.

5. Requests for reimbursement for tuition and obligatory fees shall be submitted up to 60 days after completion of the course and accompanied by evidence of payment, evidence of satisfactory completion of courses at an accredited institution of higher learning and a statement signed by the applicant indicating any and all rebates, discounts, scholarships or other means by which his or her actual tuition cost was reduced. In no event shall reimbursement for tuition and obligatory fees for any course exceed the net cost to the applicant for the course in question. Reimbursement shall be made within thirty days of receipt of evidence of payment and a transcript from the institution of higher learning indicating satisfactory completion of the course.

ARTICLE XXII

REDUCTION IN FORCE

- A. If the Committee decides to reduce the number of bargaining unit positions held by teachers, such reduction shall be consistent with General Laws Chapter 71, Section 41 as amended and the regulations of the State Board of Education appurtenant thereto and this Agreement.
- B. If the Committee decides that reductions in staff are necessary, the Committee will attempt to meet its needs first through attrition.
- C. A teacher with professional teacher status will not be laid off if there is a teacher without professional teacher status whose position the teacher with professional teacher status is qualified to fill.
- D. **Seniority Defined**
 1. Seniority is defined as a professional status teacher's total length of professional service in Reading from the first day for which compensation was received, including service credited by the Reading School system as a permanent substitute and any paid leave. Approved unpaid leaves of absence covered by the FMLA shall be counted toward the accrual of seniority. Leaves of absence not covered by the FMLA shall not constitute a break in service, but shall not count towards accrual of seniority. In no event shall per diem substitute time count toward seniority.
 2. A professional or managerial employee with prior teaching service in Reading shall be deemed to hold seniority for all teaching service and all service in Reading outside the bargaining unit, provided, however, such seniority shall not be exercised unless and until such employee returns to the bargaining unit in lieu of layoff.
 3. In cases involving teachers with the same first day, their relative seniority shall be determined first by horizontal placement on the salary grid and second by chance.
- E. **Seniority Areas**
 1. A teacher shall hold seniority in the area in which they are currently teaching or subsequently transferred, voluntarily, or involuntarily.
 2. **The seniority areas are:**

Pre-School

Elementary (K-5)

Classroom teachers (Grades K-5)
Reading Specialists
Library Media Specialists

Middle (6-8)

Science
Social Studies
Mathematics
English/Language Arts/Reading
Reading Specialists

Secondary (9-12)

Science
Social Studies
Mathematics
English
Business Education
Computer Science
Reading Specialist

Pre K-8

Art
Physical Education

Grades 6-12

Art
Physical Education
Foreign Language
Library Media Specialist

Grades K-12

Music
Occupational Therapy
Physical Therapy
Physical Education (*for those current physical education teachers who hold a K-12 Physical Education license and whose hire date is prior to July 1, 2005*)
Guidance/School Psychologist
School Nurses
Special Needs (Prototype IV and Generic)
Special Needs (Language)
Technology Education

F. RIF Selection Procedures

1. The Superintendent will select for RIF based on inverse seniority among teachers holding professional teacher status pursuant to G.L. Ch. 71, Section 41, presently in force, provided that only qualified teachers are retained within any seniority area. The Superintendent may make exceptions to inverse seniority in unusual circumstances and in doing so shall give due weight to subject area teaching experience in Reading, quality of performance, educational background, and special teaching qualifications within a seniority area.
 - a. The Superintendent may not select a senior teacher for layoff based upon less satisfactory performance or the criteria listed in paragraph 1. Such selection shall

be considered as a per se contract violation, notwithstanding the contrary language in paragraph 4 a. Any exception to inverse seniority under paragraph 1 shall be based on the judgment of the Superintendent as applied to the junior teacher who, but for such judgment, would be laid off by inverse seniority, subject to the provisions of paragraph 4. In such event, the next junior teacher in the affected area will be selected for layoff.

2. A seniority list for each seniority area will be compiled normally by October 15 of each school year. A copy will be posted in each school building, and a copy will be given to the Association president.
3. Reduction in force will be effective on the first day of any professional work year. The Superintendent shall notify a teacher affected by RIF in writing by May 15 of the school year preceding the school year in which the reduction is to take place.
4. Any selection for lay-off (or recall) based on seniority shall not be subject to the grievance and arbitration procedure unless the claim is based on a teacher's greater seniority.

Any selection based on criteria other than seniority shall not be subject to the grievance and arbitration procedure unless the claim is based on a teacher's greater seniority.

- a. the use of such other criteria shall not be considered as evidence per se of a contract violation:
- b. the arbitrator shall not substitute his judgment for that of the Superintendent even if the Superintendent made an error in judgment unless the Association establishes that such judgment lacked a rational basis or, even if supported by a rational basis, establishes that such judgment was exercised in bad faith.

G. Recall

1. The senior teacher on layoff who is qualified to fill a permanent vacancy in an area in which they held seniority at time of layoff will be recalled first. The Reading School District will not hire from the outside to fill any vacancy so long as teachers who meet the criteria of the preceding sentence retain recall rights.
2. Recall outside of a teacher's seniority area(s) will be considered on an individual basis by the Superintendent in their discretion.
3. Recall rights shall be retained for three years from the effective date of layoff unless sooner terminated under the following subsection.
4. Recall rights shall terminate with a rejection of a recall offer under Subsection (1). In the event a teacher's first recall offer is made under Subsection (2) and is rejected, recall rights shall terminate with the rejection of the second recall offer. Recall rights shall terminate unless within 15 calendar days after receipt of a recall notice the teacher notified the Superintendent of his acceptance and reports for work within 30 calendar days after receipt of such a recall notice. Recall offers shall be sent by certified mail to a teacher's last address of record at the Office of the Superintendent of Schools and shall be deemed to have been received not more than four calendar days following date of posting.
5. Upon recall, all rights of the Agreement and benefits to which a teacher was entitled at the time of their layoff commenced, including unused accumulated sick leave, will be restored to the teacher upon their return. In addition:

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- a. A recalled teacher shall advance to the next step of the salary schedule upon being recalled.
 - b. A recalled teacher's seniority shall include time spent on recall status.
 - b. A recalled teacher will be assigned to the same position, if available, which they held at the time of commencement of layoff.

ARTICLE XXIII

DEPARTMENT HEADS

RMHS Department Heads will have the following structures and responsibilities:

- Department Heads may be assigned to the following departments:
 - English
 - Fine and Performing Arts
 - World Language
 - Guidance
 - Health, Physical Education, and Wellness
 - Mathematics/Business
 - Science
 - Social Studies
- Will be involved in the supervision of 9-12 staff in their departments.
- Will work with the Assistant Superintendent of Learning and Teaching for curriculum and instruction as part of PreK-12 Vertical Teams
- All Department Heads will be responsible for conducting written observations for members in their own department and provide feedback to the primary supervisor who will be the evaluator for teachers in that department.
- Department Head who supervises 14 or fewer department members will have a .6 teaching load, any DH who supervises 15 or more department members will have a .4 load
- Responsibilities covered under the stipend include attending activities which communicate/enhance the department (i.e. awards nights, future freshman night, PTO meetings, SC meetings, Arena Day), middle school to high school curriculum transition work and conducting interviews or attend after school/summer meetings. Any curriculum work with teachers outside the work day and work year would be compensated at the curriculum rate.
- Department Heads who agree to teach beyond the specified case load will be compensated at their salary rate.
- Add in Appendix B-2, Non-Athletic Differentials, a column, AA, which would be at \$9,080 for 21-22 school year. All High School Department Heads would be assigned to that column.

ARTICLE XXIV

GENERAL

- A. Neither the Association, nor any employee covered by this Agreement shall engage in, induce or encourage any strike, work stoppage, slowdown or the withholding of any service by said Association or an employee.
- B. It is understood that public funds cannot be used in payment for salary and wages to employees who wish to negotiate or bargain during regular working hours. It is further understood for the

purpose of the subject matter of this paragraph, that a leave-of-absence or time off without pay will not be unreasonable withheld.

- C. It is understood that this Agreement constitutes the entire Agreement between the parties hereto and no amendment or modification is authorized unless it is in writing and signed by authorized persons.
- D. The Committee and the Association agree to publish the entire Agreement so as to provide the Association with sufficient copies to furnish a copy to each teacher employed during the term of the Agreement. The cost of the publication is to be borne equally by the parties.
- E. Workshops for teachers entering the Reading School System may be scheduled at the discretion of the Committee during the week preceding the week in which the school year starts and on the Tuesday and Wednesday following Labor Day. Experienced teachers may be assigned to participate in the workshop. Such teachers who are not department heads will be compensated at the applicable rate established for vacation employment.
- F. No teacher will be asked or required to use his car to transport students.
- G. If any Article or Section of this Agreement is contrary to any federal or state statute or regulation, said Article or Section shall be deemed invalid, but the rest of this Agreement shall remain in full force and effect.
- H. During the life of this Agreement, at the request of either party, both parties will discuss issues relating to early retirement, change in the teacher work year relating to energy cost or energy conservation, in-service teacher work-shops, and step issues for different payment scales.
- I. In the event of resignation by a teacher, the teacher will provide written notification of such resignation to the Superintendent at least sixty (60) calendar days in advance of the effective date of the resignation.
- J. Any employee involved in sexual harassment complaints may, where appropriate, elect to follow procedures outlined in the School Committee policy or elect to file a grievance under the Collective Bargaining Agreement.
- K. Employees who live in Reading who want to enroll out of their neighborhood school will be given preference providing there is space.
- L. At Principal/Administrator discretion, Staff/faculty meetings may be held virtually via a district approved video conferencing platform (i.e. Zoom/Teams).

ARTICLE XXV

PART-TIME EMPLOYEES

A. **Work Time and Duties**

Work time (teaching periods and preparation time) will be consecutive. In addition, duty time, faculty meeting attendance and release day program attendance will be worked out each year on a pro-rata basis in consultation between the teacher and the principal.

B. Calculating Part Time Service

For the purpose of eligibility for health insurance, a part-time employee is considered “half-time” or more if the assignment requires 20 or more hours of work per week. For all other purposes under this Article a part-time employee is considered “half-time” or more if the assignment requires 18 or more hours of work per week. For the purpose of prorating part-time service, the numerator shall be the number of hours of work per week required by the assignment and the denominator shall be 36.

C. Health Insurance

Health insurance will be provided if the assignment is half-time or more.

D. Seniority

1. An employee who has been reduced in force under Article XXII from full-time status to a part-time position will retain seniority and will accrue one full year of seniority for each year of half-time or more service. Such employee who accepts a part-time position of less than half-time service will earn pro-rated seniority based on the assignment.
2. An employee who voluntarily transfers into a part-time position will also retain seniority but will accrue part year seniority based on the assignment. An employee who is hired into a part-time position will earn pro-rated seniority based on the assignment.

E. Salary

All part-time employees will receive prorated salary based on their placement on the salary schedule.

F. Sick Leave

An employee who has been reduced in force under Article XXI from full-time status to a part-time position will continue to accrue sick leave at the rate of fifteen (15) days per year. All other part-time employees will accrue sick days on a prorated basis on the assignment. Each day of sick leave used will be paid at the teacher’s part-time per diem rate.

G. Personal Leave

An employee who has been reduced in force under Article XXI from full-time status to a part-time position will continue to accrue two (2) personal days per year. All other part-time employees will accrue personal leave on a prorated basis based on the assignment. Each personal leave will be paid at the teacher’s part-time per diem rate.

H. Funeral Leave

All part-time employees shall be eligible for funeral leave, to be paid at the teacher’s part-time per diem rate.

ARTICLE XXVI

DURATION

This agreement shall be in effect from September 1, 2021 to and including August 31, 2024. On and after June 1, 2023, either party may request negotiations for a successor agreement, whereupon negotiations shall commence forthwith. The parties shall endeavor to reach agreement on or before August 31, 2024, failing which the parties shall cooperate in expediting the statutory impasse procedure of mediation and fact-finding.

In the administration of all matters covered by this Agreement, the Committee and the Association are governed by the provisions of this Agreement and any existing or future laws and regulations and amendments thereto which may be applicable, and this shall at all times be applied in accordance with and subject to such laws and regulations. Should any provision of this Agreement be deemed to be in conflict with any such laws or regulations, it may become the subject matter of discussion by the parties hereto for the purpose of attempting to negotiate a substitute provision in compliance with the requirements of such law or regulation. If, however, any provision of this Agreement is held illegal or unenforceable by law, such provision shall be severed and shall be inoperative, and the remainder of this Agreement shall remain operative and binding on the Parties.



Reading Teachers Association



Reading School Committee

7/26/21
Date

8/05/21
Date

**APPENDIX A
TEACHER SALARY SCHEDULE**

**Teachers
2021-2022**

<u>Step</u>	<u>B</u>	<u>B+15</u>	<u>B+30</u>	<u>M</u>	<u>M+30</u>	<u>CAGS/DM</u>	<u>DR</u>
1	52,661	53,652	54,153	56,522	57,979	59,908	63,759
2	54,642	55,671	56,177	58,759	60,239	62,222	66,124
3	56,696	57,767	58,279	61,089	62,586	64,624	68,577
4	58,827	59,945	60,459	63,507	65,022	67,120	71,121
5	61,034	62,201	62,727	66,024	67,554	69,714	73,758
6	63,328	64,545	65,070	68,634	70,186	72,406	76,500
7	65,709	66,979	67,503	71,356	72,918	75,202	79,331
8	68,177	69,503	70,033	74,181	75,761	78,106	82,278
9	70,743	72,117	72,652	77,117	78,709	81,122	85,333
10	73,396	74,833	75,370	80,174	81,776	84,254	88,497
11	76,159	77,652	78,191	83,351	84,958	87,511	91,781
12	79,020	80,578	81,119	86,652	88,270	90,890	95,181
13	81,991	83,612	84,150	90,084	91,705	94,398	98,717

FY23 COLA 2.50%

**Teachers
2022-2023**

<u>Step</u>	<u>B</u>	<u>B+15</u>	<u>B+30</u>	<u>M</u>	<u>M+30</u>	<u>CAGS/DM</u>	<u>DR</u>
1	53,977	54,993	55,506	57,935	59,429	61,405	65,353
2	56,008	57,063	57,582	60,228	61,745	63,777	67,777
3	58,113	59,211	59,736	62,616	64,150	66,239	70,291
4	60,297	61,443	61,971	65,095	66,648	68,798	72,899
5	62,560	63,756	64,295	67,675	69,243	71,456	75,602
6	64,911	66,158	66,697	70,350	71,941	74,216	78,413
7	67,351	68,653	69,191	73,140	74,741	77,082	81,315
8	69,882	71,241	71,783	76,036	77,655	80,058	84,335
9	72,511	73,920	74,469	79,045	80,677	83,150	87,466
10	75,231	76,704	77,254	82,178	83,820	86,361	90,709
11	78,063	79,593	80,146	85,435	87,082	89,699	94,075
12	80,995	82,593	83,147	88,819	90,477	93,162	97,560
13	84,040	85,703	86,254	92,336	93,998	96,758	101,185

FY24 COLA 2.50%

**Teachers
2023-2024**

<u>Step</u>	<u>B</u>	<u>B+15</u>	<u>B+30</u>	<u>M</u>	<u>M+30</u>	<u>CAGS/DM</u>	<u>DR</u>
1	55,327	56,368	56,894	59,384	60,915	62,941	66,987
2	57,409	58,490	59,021	61,733	63,289	65,372	69,472
3	59,566	60,691	61,229	64,182	65,754	67,895	72,049
4	61,805	62,979	63,520	66,722	68,314	70,518	74,722
5	64,124	65,350	65,902	69,366	70,974	73,243	77,492
6	66,534	67,812	68,365	72,108	73,739	76,072	80,373
7	69,035	70,370	70,921	74,969	76,610	79,009	83,348
8	71,629	73,022	73,578	77,937	79,596	82,060	86,443
9	74,324	75,768	76,330	81,022	82,694	85,229	89,653
10	77,111	78,621	79,185	84,233	85,915	88,520	92,977
11	80,014	81,583	82,149	87,571	89,259	91,941	96,427
12	83,020	84,657	85,225	91,039	92,739	95,491	99,999
13	86,141	87,845	88,410	94,644	96,348	99,177	103,714

Note: The Parties agree to establish a Joint Labor Management Committee to research and assess the feasibility of adding M+15 and/or M+45 lanes. In the process, the assessment will include the analysis of those lanes in

concert with the rest of the current Appendix A Salary Schedule which may include adjustments therein. The Committee will then submit recommendations to both bargaining teams. The Committee will start by April 1, 2022 and to be completed by June 30, 2023.

**APPENDIX B
SALARY DIFFERENTIALS**

Stipends covered in these sections will increase at the same percentage and steps as the agreed upon salary increases.

Appendix B-1 Athletic Differentials

There are five sport rate categories which equalize, for salary purposes, sports which occur in different seasons, with different schedules and coaching requirements.

<u>SPORT</u>	<u>RATE</u>	<u>SPORT</u>	<u>RATE</u>	<u>SPORT</u>	<u>RATE</u>
Baseball		Golf		Spring Track Girls	
Head coach	A	Head Coach	B	Head coach	A
Asst. coach	B			Asst. coach	B
Freshman coach	C	Gymnastics		Asst. coach	C
		Head coach - boys	A		
Basketball Boys		Head coach - girls	A	Swimming Boys	
Head coach	A	Asst coach - girls	B	Head Coach	A
Asst. coach	B				
Freshman coach	C	Hockey		Swimming Girls	
		Head Coach	A	Head Coach	A
Basketball Girls		Asst. Coach	B	Asst. Coach	B
Head coach	A				
Asst. coach	B	Lacrosse		Tennis	
Freshman coach	C	Head coach	A	Head Coach - boys	A
		Asst. coach	B	Head Coach - girls	A
Cheerleaders		Freshman coach	C		
Fall I - Football	C			Trainer	
Fall II - Soccer	E	Soccer Boys		per season	A
Winter I - Basketball	C	Head coach	A		
Winter II - Hockey	E	Asst. coach	B	Volleyball	A
		Freshman coach	C	Head Coach	B
Color Guard	E			Asst. Coach	
		Soccer Girls			
Cross Country		Head coach	A	Winter Track Boys	
Head coach	A	Asst. coach	B	Head Coach	A
Asst. coach	B	Freshman coach	C	Asst. Coach	B
Freshman coach	C				
		Softball		Winter Track Girls	
Field Hockey		Head coach	A	Head Coach	A
Head coach	A	Asst. coach	B	Asst. Coach	B
Asst. coach	B	Freshman coach	C		
Freshman coach	C			Wrestling	
		Spring Track Boys		Head coach	A
Football		Head coach	A	Asst. Coach	B
Head coach	D	Asst. coach	B		
Asst. coach	A	Asst. coach	C	Fitness Center Monitor	
Asst. coach	A			Intramural hourly rate	
Asst. coach	A				
Freshman coach	B				

**Appendix B-1
Athletic Differential Schedules**

Coaches can expect to advance from minimum to maximum over a period of years if they have been successfully evaluated on performance by the Athletic Director and Principal and their contract has been renewed each year.

	A	B	C	D	E
2021-2022	2.25%	0			
1	4,297	3,149	2,586	8,022	1,432
2	5,050	3,705	3,030	9,427	1,681
3	5,797	4,250	3,486	10,824	1,924
4	6,541	4,807	4,001	12,219	2,169
5	7,293	5,354	4,381	13,613	2,418
6	8,033	5,892	4,826	15,000	2,659

	A	B	C	D	E
2022-2023	2.50%	0			
1	4,404	3,228	2,651	8,223	1,468
2	5,176	3,798	3,105	9,663	1,723
3	5,942	4,356	3,573	11,095	1,972
4	6,704	4,927	4,101	12,525	2,223
5	7,475	5,488	4,490	13,953	2,478
6	8,234	6,040	4,946	15,375	2,725

	A	B	C	D	E
2023-2024	2.50%	0			
1	4,514	3,309	2,717	8,428	1,504
2	5,305	3,893	3,183	9,904	1,766
3	6,090	4,465	3,662	11,372	2,021
4	6,872	5,050	4,204	12,838	2,279
5	7,662	5,625	4,603	14,302	2,540
6	8,440	6,190	5,070	15,759	2,793

**Appendix B-2
Non-Athletic Differentials**

		Category											
		AA	A	B	C	D	E	F	G	H	I	J	K
2022-2021	2.25%	9,080	7,239	6,335	4,826	3,620	3,016	2,413	1,809	1,508	1,207	965	603
2022-2021	2.50%	9,307	7,420	6,493	4,946	3,711	3,092	2,474	1,855	1,546	1,237	989	618
2022-2021	2.50%	9,540	7,605	6,655	5,070	3,803	3,169	2,536	1,901	1,584	1,268	1,014	633

Level/Position	Category/Amount												
	A	B	C	D	E	F	G	H	I	J	K		
District													
Library Coordinator				X									
Technology Specialist (4)		X											
VHS Online Site Coordinator								X					
VHS Online Instructor			X										
Teacher Mentor								X					
Curriculum Leader									X				
High School	A	B	C	D	E	F	G	H	I	J	K		
Department Heads	X												
Guidance											X		
Advisory Coordinator									X				
Yearbook				X									
The New Currency								X					
Scholarship Committee									X				
Senior Class (2)							X						
Drama			X										
Student Council					X								
Extracurricular Music		X											
Math Club						X							
Science Club						X							
Orbit								X					
Assistant Band Director							X						
Junior Class (2)								X					
Treasurer				X									
Mock Trial (Formerly Debate Team)								X					
Young Engineers						X							
Sophomore Class (2)											X		
Freshman Class (2)											X		
*Director/Producer (Musical per Production)		X											
High School (continued)	A	B	C	D	E	F	G	H	I	J	K		
*Director/Producer (Non-Musical per Production)			X										

*Music Coordinator (per production)			X								
Assistant Director/Producer (per production)								X			
Set Coordinator (Per Production)						X					
Choreographer (Per Production)						X					
Jazz Band						X					
Environmental Club (Formerly Vernal Pool)								X			
Model UN (Formerly History Club)								X			
National Honor Society						X					
National History Day							X				
Chorus Leader (Per Group)							X				
A World of Difference (New)								X			
GSA Club									X		
DECA Club (Begins 2022-23)							X				
Chemical Health Advisor							X				
Middle School	A	B	C	D	E	F	G	H	I	J	K
Math Club (2)							X				
*Director/Producer (Musical per production)			X								
*Director/Producer (Non-Musical per production)				X							
Music Coordinator (per Production)					X						
Set Coordinator (Per Production)						X					
Choreographer (Per Production)						X					
Yearbook (2)								X			
Science Olympiad							X				
Science Club							X				
Student Council (2)								X			
Jazz Band							X				
Chorus Leader							X				
Team Leaders								X			
Morning News (2)							X				
A World of Difference(2)								X			
GSA Club(2)									X		
Elementary School	A	B	C	D	E	F	G	H	I	J	K
Chorus Leaders										X	
Assistant Principals						X					

School Leadership Team Member										X	
Student Council(5)								X			

**Non-Athletic Differentials
(continued)**

Employees in the stipend positions set forth in Appendix B-2 shall serve for one school year term only. The employee may apply for reappointment, however, each school year.

* No two of the above asterisked positions may be held by the same individual during a production season. In accordance with other applicable sections of the Collective Bargaining Agreement, these stipends will be posted with other Advisorship positions by April 1st of the preceding school year. High School Advisorship appointments shall be determined by the High School Principal with input from the Department Head for Fine, Performing and Industrial Arts. Middle School Advisorship appointments shall be determined by the Middle School Principal.

Applications for appointment to these positions must be made in writing by April 1st and each year thereafter by April 1st.

Through negotiation and mutual agreement and memorialized through a side letter of agreement, the parties may add to this contract additional stipend positions which unless so specified in the side letter become part of this agreement.

APPENDIX C

SCHOOL NURSE CONTRACT PROVISIONS

1. CONTRACTING OUT

The Committee agrees that contracting out of nursing services will be allowed in special circumstances such as caring for a medically fragile student, complying with a student's IEP or 504, or accompanying students on field trips to deliver nursing care. The contracting out of nursing services will not result in the layoff of bargaining unit members. If there are any other extenuating circumstances not listed here where all other options have been exhausted and do not result in the layoff of bargaining unit members, the Superintendent may contract out nursing services.

2. When a school nurse is out and there is not coverage available, a nurse may be asked to provide coverage for more than one school. If they need to travel to and cover another school because another nurse is not available, they will be compensated a differential of \$44 per day.
3. The Director of Nurses, Lead Principals, and Central Office Administrator Representation will meet quarterly with the school nurses to discuss issues regarding the health and safety of students and staff.
4. Nurses entering the Reading School System will be placed in a classification for which their training has qualified them and at the increment step which most nearly coincides with the nurse's experience and ability as determined by the Superintendent, in consultation with the Director of Nurses, according to the applicable salary scale.