

AGREEMENT

BETWEEN

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

and

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

Effective: September 1, 2002

Expiring: August 31, 2005

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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 and special needs teachers;
- Elementary assistant principals
- Guidance counselors;
- Department heads (teaching full-time or part time); Media specialists and librarians;

and excluding the following:

- Superintendent;
- Associate Superintendent of Schools;
- Principals;
- Full-time assistant principals including Middle school assistant principals;
- Director of Special Education;
- School nurses and school doctors;
- Learning disability tutors;
- Teacher aides;
- Per diem substitute teachers;
- All others employees.

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 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 retains all the powers, rights and duties that it has by law 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.
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.1.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 in September, 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. On the first Tuesday of October, January and March (or such other dates as may be determined by mutual agreement) a committee 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 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 15 school days 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.
 - 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.
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

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:
 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. 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.

ARTICLE VII

TEACHER WORK YEAR, HOURS, AND LOAD

A. Work Year

1. The work year for teachers shall start no earlier than the first Tuesday 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. As dictated by current policy and past practice, the first day of school (1st Tuesday before Labor Day) will be a day for teacher attendance only.
2. The regular work year is defined as 185 days, including a total of four non-student contact days in combination before and during the student school year and 181 days with students. Two of the four non-student contact days will be the Tuesday and Wednesday before Labor Day. The other two will be scheduled during the student calendar year. These four days will be used for a variety of reasons as so directed by the Superintendent. Up to 185 days may be scheduled for students, with the understanding that days unused beyond the 181 days for students will be dropped at the end of the school year. 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.
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" will be paid for such work performed at their per diem rate based upon their salary schedule rate.

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 the starting time for students.
 - 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, building administrative groups, 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 one afternoon per week to such activities.
2. Nothing herein shall prevent the Committee from scheduling irregular work weeks in unusual circumstances, as, by way of example and not limitation, the energy crisis. The Committee shall consult with the Association prior to any such change being put into effect.
3. For teachers who travel between buildings during the school day, a reasonable amount of time as determined by the Superintendent shall be scheduled and allowed for breakdown, travel and set up.

C. School Calendar

1. The Committee, through the Superintendent, agrees to consult with the Association, through its president, before establishing the school calendar.
2. Once the calendar has been established and published, normally no changes will be effected without agreement with the Association through its president, except as provided in C.3.
3. In the event of unusual circumstances necessitating change(s) in the calendar (such as the energy crisis or more than five days of school cancellation), the Committee may adjust the calendar. Before establishing any such calendar adjustments, the Committee agrees to consult with the Association regarding same.

D. Planning Time

The parties, recognizing the need for planning time for all teachers, agree to the following:

1. Secondary and Middle Schools: A daily planning period during the regular school day normally will be scheduled and provided for each teacher. In the event a daily planning period is not so scheduled, the implementation of the schedule will require the approval of the Superintendent. When such a planning period is not provided on a daily basis, an average of one planning period per full work day will be provided for each teacher so affected.
2. Elementary: Elementary teachers will be provided planning time as follows:
 - a. Classroom teachers may leave the classroom for planning purposes when a teaching specialist is scheduled to conduct a class (120 minutes per week). Teaching specialists shall be scheduled comparable time for planning purposes, giving due regard for the differences of their function.
 - 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.
 - 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 October 1 of each year.

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.
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. Non-teaching duties, when deemed necessary by the principal shall be assigned equitably.

G. 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.

H. No teacher will be required to obtain a substitute. Teachers may be asked to submit names of possible substitutes.

I. Class Size: It will continue to be the policy of the School Committee to maintain reasonable class sizes at all levels when possible.

ARTICLE VIII

TEACHER EVALUATION

- A. The critical element in any salary program is the evaluation of the professional behavior of a teacher. It is recognized that the process of a evaluation is, at best, subjective. Superior teaching is a unique combination of many skills and characteristics: the ability to transmit knowledge; enthusiasm for teaching; constructive relations with students; cooperative relationships with other teachers and with the public; and continued concern for the improvement of the instructional program. An evaluation report represents one source of evidence from which the effectiveness of a teacher may be determined. The supervising principals have the major responsibility for evaluation of each teacher. Teachers shall be made aware of all sources of evaluation concerning their teaching.

The formal evaluation of an itinerant teaching specialist shall be performed by an evaluation team consisting of the supervising principal(s) of those building(s) where the teacher is assigned and the director of the subject area. The evaluation team shall be chaired by the supervising principal of the building where the specialist is housed or another supervising principal designated in charge by the Superintendent. The supervising principal in charge shall make all formal evaluation decisions. The itinerant teaching specialist will receive a single summary evaluation form resulting from the formal evaluation. When an assistant principal in the elementary administrative intern program participates in the monitoring or observation of the work performance of a teacher, it is understood that this is a learning function for such an assistant principal. Any such monitoring or observation will be under the direct supervision and control of the supervising principal, who shall make all formal evaluative decisions based on independent monitoring or observation.

- B. A standard evaluation form for the summary evaluation on teachers without professional teacher status shall be used annually. A standard evaluation form for the summary evaluation of teachers with professional teaching status shall be used once every two years, in conformance with state law. Such summary evaluations shall be reviewed by the appropriate supervisor and/or principal with each teacher rated.

- C. 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. Supervisors 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 supervisors and will have the right to discuss such reports with their supervisors. Teachers will be advised when any material of any evaluative nature is placed in their personnel files.

On rare occasions, a planned monitoring or observation from outside the classroom or workplace will be deemed in compliance with the above paragraph if the evaluator notifies the teacher that on the following workday such monitoring or observation from outside the classroom or workplace will be conducted. All planned observations conducted from outside the classroom or workplace shall be reported in writing. The evaluator will discuss promptly with such teacher such observations, normally within two (2) work days. The discussions should include positive as well as negative comments.

- No unplanned observation of inappropriate teacher performance will become part of the annual formal evaluation unless such unplanned observation has been discussed promptly with such teacher, normally within two (2) work days following the day of the unplanned observation.
- D. 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.
- E. No teacher will be reprimanded because of a complaint, anonymous or otherwise, 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.
- F. 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.
- G. 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.
- H. The evaluation procedure contemplates that the evaluator shall suggest areas of teacher improvement, shall follow up with careful supervision to help in achieving improvement, and, in subsequent evaluations by the same evaluator, to evaluate whether such improvement has taken place.
- 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.
- Discipline as used herein includes reprimand, suspension, disciplinary demotion, or other loss of pay or increment for disciplinary reason.
- J. 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 IX

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) he/she will teach no later than the last teaching day of the 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.
3. 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 reassignment of teachers could be disruptive to the educational process and/or their major or minor fields of study.

B. Transfers and Reassignments

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

1. Request for Reassignment or Transfer

- a. Teachers wishing to be reassigned or transferred to another building, subject area, course or grade 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.
- b. The Superintendent shall cause to be posted on the teachers' bulletin board in each school all permanent vacancies in bargaining unit positions, for a minimum of fourteen (14) 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 reassignment. 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 X

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 for a period of not less than ten (10) school days, with a copy mailed to the Association President.

For promotional vacancies occurring between the end of the school year in June and August 15, written notices of any such vacancy will be mailed at least fourteen (14) days prior to the filling of the vacancy to the Association President and to any member of the bargaining unit who leaves stamped, self-addressed envelopes with the Superintendent's office.

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

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 teachers 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.
- 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") comprised of persons appointed by the Association. 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.

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. The decision of the SLBC regarding any request shall be final and not subject to appeal (other than a one-time optional reconsideration by the SLBC itself at the request of the applicant).
5. All sick bank days in excess of 250, not used at the end of the school year, shall expire. Effective September 1, 1989, all sick bank days in excess of 300, 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 his/her intention to retire.
3. If a teacher does not retire on his/her announced date, he/she 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 he/she 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 XII

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 form attached hereto as Appendix D.

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.

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 his/her principal in writing of his/her 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 – interview, explanation, decision. If approved by the principal, then
- b. Superintendent – decision

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.

February 1: The Superintendent, under normal circumstances, will give his/her decision on the requested job share.

ARTICLE XIII

MATERNITY AND ADOPTION LEAVE

- A. A female teacher who has been employed for not less than three (3) continuous months by the Reading School District shall, upon request, be granted a maternity leave of absence of no more than eight (8) calendar weeks duration. 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.
- B. An application for leave must be made at least two (2) weeks prior to her anticipated date of departure and must include a statement of her intention to return and the approximate date on which she expects to return.
- C. A female teacher granted a maternity 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 she had on the date of commencement of her 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 maternity leave of absence shall not be entitled to be restored to her teaching position.
- D. Any maternity 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 her employment for which she was eligible on the date of commencement of maternity leave.
- E. A female teacher during maternity leave may, for the period not covered by sick leave, at her own expense, maintain her status in the Reading Hospitalization and Insurance Benefit Programs by making payments of the usual and customary premiums.
- F. A teacher so requesting shall be granted unpaid adoption leave of not more than eight (8) calendar weeks' duration. Such teacher shall give the maximum early notice.

- G. Teacher's benefits shall be the greater set forth herein or as required by the Family and Medical Leave Act of 1993.

ARTICLE XIV

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 April 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 April 1 during such leave. Return to service normally will be at the beginning of a school year unless otherwise requested by the Superintendent. All requests for such leave are to be submitted to the Superintendent not less than 30 days before said leave commences. 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 April 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 May 1 of the year preceding the school year for which leave is requested.
- H. **Other Leaves-Of-Absence:** Other leaves-of-absence without pay for personal or other valid reason(s) may be granted by the Superintendent.
- I. 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.
- J. 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.
- K. 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.
- L. A request to extend a leave of absence will normally be given by March 1.
- M. Teacher's benefits shall be the greater set forth herein or as required by the Family and Medical Leave Act of 1993.
- N. Notice of intent to return for all extended leaves of absence must be given by the teacher by April 1 of the school year preceding the year of return. Failure to submit timely notice may be treated by the Superintendent in his/her discretion as a voluntary resignation.

ARTICLE XV

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:

- 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 XVI

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 seven (7) calendar days he or she may apply for Workmen's compensation benefit under General Laws Chapter 152, Section 69. In such cases, the Superintendent, to the extent permitted by law, shall grant the injured teacher additional sick

leave days so that when added to the amount of disability compensation provided under Workmen's Compensation, the sick leave allowances will result in the payment to the teacher of his or her full salary. 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 XVII

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 April 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.
- C. Each teacher shall be paid 1/26th of his/her annual salary every other Thursday beginning with the second Thursday of the school year. Any teacher 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 May 1. If a Thursday 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 in 21 equal biweekly installments beginning with the first Thursday in

September, provided at least 20 teachers submit a written form so requesting to the Superintendent by the last work day of the prior school year.

- 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 his/her annual salary.
- E. A teacher entering the Reading School System will be placed in a classification for which his/her training has qualified him/her 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. Teachers hired for more than a half of a year would be hired as a regular teacher.
- G. Teachers receiving a M + 15 on the effective date of this Agreement shall continue to receive it during their employment in the Reading School system except when they qualify for subsequent lateral advancement on the salary schedule. (Grandfathered 9-1-69)
- H. **Longevity**
 - 1. Subject to Section 3, 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. Notwithstanding any contrary provision of the preceding subparagraph, a bargaining unit member who was receiving a career service award or longevity payment in excess of the above will be grandfathered at such higher rate.
 - 3. Teachers who commence/d teaching in Reading from and after 9/1/96 shall not be eligible for longevity.
- I. 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
 - J. All coaches of interscholastic sports will have the option of having their differential in either:
 - 1. Two equal sums by separate checks, the first payable at mid-season and the second within one week after the completion of that sport; or
 - 2. In 21 or 26 equal bi-weekly payments incorporated in the teacher's regular pay as elected under Article XVII, Section C.

Notifications of choice must be submitted in writing to the Superintendent's office at least two weeks prior to the beginning of the sport.

ARTICLE XVIII

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 eight (8) relatively equal payments commencing with the month of November in a payroll other than the one in which group insurance payments are deducted.
- 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.
- 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 XIX

VACATION EMPLOYMENT

- A. A limited number of vacation employment opportunities may be supported each year. Vacation employment may include summer teaching assignments, workshops designed to improve the instructional program in Reading, 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 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 the following rates:

Rates

Daily rates for a 7 hour day (FULL DAY)	\$175.00
Hourly rate for LESS THAN A FULL DAY	\$ 25.00

The engagement to perform such work at the aforementioned rates must be made prior to the commencement thereof.

- 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 Associate Superintendent at least two (2) weeks prior to occurrence. The Associate Superintendent will define all workshops, and the Associate Superintendent's decision is only appealable to the Superintendent. The Superintendent's decision is final and not appealable.

ARTICLE XX

**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 31. Except as provided hereafter, total reimbursement for tuition and obligatory fees shall not exceed \$650 for each school year of the duration of this agreement. 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 not exceed \$1,300 for each school year of the duration of this agreement. 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.

3. Teachers should notify the Superintendent 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 his/her 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 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 XXI

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 or unpaid leave of absence granted by the Reading School District. In no event shall per diem substitute time count toward seniority. Association leave and child-rearing leave requested and granted after September 1, 1978 shall not be included in a teacher's seniority. The inclusion in seniority of other unpaid leaves granted after September 1, 1978 will be at the discretion of the Superintendent.

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 he is currently teaching or subsequently transferred, voluntarily, or involuntarily. A teacher may hold seniority in not more than one of the middle school seniority areas specified below and shall hold seniority in such area. In addition, such teacher shall retain seniority in the areas of his prior assignment and also in the additional seniority area in which such teacher held seniority on June 30, 1984. A year of teaching experience means at least 40 percent of the teaching time.
2. A teacher holding tenure on June 30, 1984 who transfers to the middle school shall teach in one of the middle school seniority areas specified below and shall hold seniority in such area. In addition, such teacher shall retain seniority in the area of his prior assignment and also in the additional seniority area in which such teacher held seniority on June 30, 1984. This supersedes any conflicting language in E 1, above. Such rights shall enable such employee who is laid off from the middle school to displace a junior employee in any such seniority area in the manner specified in Paragraph F of this Article XXI.
3. An employee holding tenure on June 30, 1984 who is laid off with no middle school seniority shall have the right to displace a junior middle school teacher with less seniority in the seniority area in which they both held seniority on June 30, 1984, in the manner specified in paragraph F of this Article XXI.
4. A teacher who acquires tenure (or professional teacher status) after June 30, 1984 and who does not acquire middle school seniority and who is laid off shall not have the right to displace a junior middle school teacher. A teacher who acquires tenure (or professional teacher status) after June 30, 1984 and who teaches in the middle school shall not acquire seniority or displacement rights outside of the middle school by reason of such service.
5. **The seniority areas are:**

Elementary (K-5)

1. Classroom teachers (Grades K-5, including reading teachers)

Middle (6-8)

2. Science
3. Social Studies
4. Mathematics
5. English/Language Arts/Reading

Secondary (9-12)

6. Science
7. Social Studies

8. Mathematics
9. English
10. Business Education
11. Foreign Language
12. Industrial Arts
13. Home Economics
14. Guidance/School Psychologist
15. Special Needs (Prototype IV and Generic)
16. Special Needs (Speech)
17. Music
18. Art
19. Physical Education
20. Library/Media
21. Computer Science
22. Project Achieve

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. No exception to inverse seniority shall be made by selecting a more senior teacher for layoff based on a judgment as to that teacher's less satisfactory performance or lower rating based on the criteria listed in the foregoing 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 he 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 his/her 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 his/her layoff commenced, including unused accumulated sick leave, will be restored to the teacher upon his/her return. In addition:
 - 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.
 - c. A recalled teacher will be assigned to the same position, if available, which he/she held at the time of commencement of layoff.

ARTICLE XXII

AGENCY SERVICE FEE

- A. An agency service fee ("ASF") shall be required to be paid by the following categories of bargaining unit personnel who are not RTA members.
 1. Any employee whose first work day is on or after September 1, 1984. The ASF will be payable starting with the third pay period following the employee's first work day.

2. Any person who was an RTA member as of May 1, 1984 but who subsequently resigned from the RTA. The ASF will be payable starting with the third pay period following the employee's resignation or the third pay period following September 1, 1984, whichever occurs later.
- B. No ASF shall be required:**
1. of any person whose first work day was prior to September 1, 1984 and who was not an RTA member on May 1, 1984;
 2. of any person who is denied membership in good standing in the RTA for any reason other than nonpayment of dues;
- C.** ASF shall be deducted from payroll in accordance with written authorization by the employees involved.
- D.** No employee shall be dismissed for failure to pay an ASF. However, an employee who fails to pay the ASF (in lieu of joining the Association by January 1 following his date of obligation under this Article and who is not in compliance with the rules of the Massachusetts Labor Relations Commission relative to contesting the validity or amount of the ASF) shall, at the written request of the Association, be suspended for 5 days without pay, whereupon the Committee shall remit to the Association an amount of money equal to the ASF.
- E.** The ASF hereunder shall not exceed RTA dues plus such portion of MTA or NEA affiliated dues as is directly related to negotiating or administering the collective bargaining agreement between the Committee and the RTA. The burden shall be on the MTA and/or the NEA to certify that portion of their dues as complies with this paragraph.
- F.** An employee paying the ASF under this Article may obtain from the Association a rebate of a pro rata share of certain Association expenditures, as provided in G.L. c.150E, Section 12.
- G.** The Association shall indemnify the Committee for any liability or damage incurred by the Committee as a result of any claim made against it by any employee or group of employees or outside party under this Article.

ARTICLE XXIII

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 thirty (30) 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.

ARTICLE XXIV

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 XXI 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 prorata 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 prorata basis based on the assignment. Each personal leave will be paid at the teacher's part-time per diem rate.

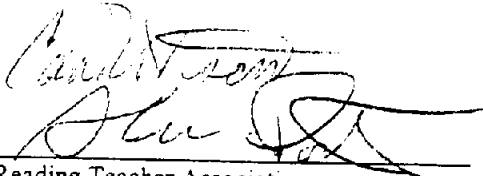
H. Funeral Leave

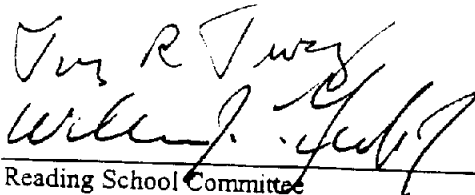
All part-time employees shall be eligible for funeral leave, to be paid at the teacher's part-time per diem rate.

ARTICLE XXV

DURATION

This agreement shall be in effect from September 1, 2002 to and including August 31, 2005. On and after June 1, 2004, either party may request negotiations for a successor agreement, whereupon negotiations shall commence forthwith. The parties shall endeavor to reach agreement on or before December 15 next following, failing which the parties shall cooperate in expediting the statutory impasse procedure of mediation and fact-finding.


Reading Teacher Association


Reading School Committee

9/10/02
Date

9/10/02
Date

APPENDIX A

TEACHER SALARY SCHEDULE

SCHEDULE A

(Applicable only to teachers whose most recent start date is on or before the last day of school of the 1998-99 school year.)

SCHEDULE A-1
9-1-02 through 1-21-03

Step	B	B +15	B +30	M	M +30	CAGS/DM	DR
1	34,099.00	34,739.00	35,063.00	36,598.00	37,542.00	38,791.00	41,284.00
2	36,020.00	36,647.00	36,965.00	38,544.00	39,503.00	40,824.00	43,454.00
3	37,966.00	38,605.00	38,924.00	40,555.00	41,554.00	42,882.00	45,544.00
4	40,087.00	40,731.00	41,052.00	42,657.00	43,641.00	44,989.00	47,675.00
5	42,175.00	42,852.00	43,193.00	44,885.00	45,907.00	47,255.00	49,975.00
6	45,891.00	46,578.00	46,919.00	48,638.00	49,662.00	51,029.00	53,766.00
7	52,078.00	53,109.00	53,452.00	57,219.00	58,250.00	59,960.00	62,702.00
8	52,205.00	53,239.00	53,582.00	57,358.00	58,392.00	60,106.00	62,854.00
9	52,330.00	53,367.00	53,711.00	57,497.00	58,532.00	60,252.00	63,006.00
10	52,457.00	53,496.00	53,841.00	57,636.00	58,673.00	60,397.00	63,159.00
11	52,584.00	53,625.00	53,970.00	57,774.00	58,815.00	60,543.00	63,310.00
12	52,836.00	53,882.00	54,230.00	58,052.00	59,097.00	60,835.00	63,615.00
13	53,089.00	54,140.00	54,489.00	58,330.00	59,381.00	61,124.00	63,920.00

SCHEDULE A-1
1-22-03 through 8-31-03

Step	B	B +15	B +30	M	M +30	CAGS/DM	DR
1	34,440.00	35,086.00	35,414.00	36,964.00	37,917.00	39,179.00	41,697.00
2	36,380.00	37,013.00	37,335.00	38,929.00	39,898.00	41,232.00	43,889.00
3	38,346.00	38,991.00	39,313.00	40,961.00	41,970.00	43,311.00	45,999.00
4	40,488.00	41,138.00	41,463.00	43,084.00	44,077.00	45,439.00	48,152.00
5	42,597.00	43,281.00	43,625.00	45,334.00	46,366.00	47,728.00	50,475.00
6	46,350.00	47,044.00	47,388.00	49,124.00	50,159.00	51,539.00	54,304.00
7	52,599.00	53,640.00	53,987.00	57,791.00	58,833.00	60,560.00	63,329.00
8	52,727.00	53,771.00	54,118.00	57,932.00	58,976.00	60,707.00	63,483.00
9	52,853.00	53,901.00	54,248.00	58,072.00	59,117.00	60,855.00	63,636.00
10	52,982.00	54,031.00	54,379.00	58,212.00	59,260.00	61,001.00	63,791.00
11	53,110.00	54,161.00	54,510.00	58,352.00	59,403.00	61,148.00	63,943.00
12	53,364.00	54,421.00	54,772.00	58,633.00	59,688.00	61,443.00	64,251.00
13	53,620.00	54,681.00	55,034.00	58,913.00	59,975.00	61,735.00	64,559.00

Starting in August 27, 2002, teachers will be paid an annualized rate of pay, melding the two rate schedules for school year 2002-2003. Any teacher who leaves in the middle of the year will have his or her pay pro rated per the rate schedules for school year 2002-2003.

SCHEDULE A-2

9-1-03 to 8-31-04

Step	B	B +15	B +30	M	M +30	CAGS/DM	DR
1	35,473.00	36,139.00	36,476.00	38,073.00	39,055.00	40,354.00	42,948.00
2	37,471.00	38,123.00	38,455.00	40,097.00	41,095.00	42,469.00	45,206.00
3	39,496.00	40,161.00	40,492.00	42,190.00	43,229.00	44,610.00	47,379.00
4	41,703.00	42,372.00	42,707.00	44,377.00	45,399.00	46,802.00	49,597.00
5	43,875.00	44,579.00	44,934.00	46,694.00	47,757.00	49,160.00	51,989.00
6	47,741.00	48,455.00	48,810.00	50,598.00	51,664.00	53,085.00	55,933.00
7	54,177.00	55,249.00	55,607.00	59,525.00	60,598.00	62,377.00	65,229.00
8	54,309.00	55,384.00	55,742.00	59,670.00	60,745.00	62,528.00	65,387.00
9	54,439.00	55,518.00	55,875.00	59,814.00	60,891.00	62,681.00	65,545.00
10	54,571.00	55,652.00	56,010.00	59,958.00	61,038.00	62,831.00	65,705.00
11	54,703.00	55,786.00	56,145.00	60,103.00	61,185.00	62,982.00	65,861.00
12	54,965.00	56,054.00	56,415.00	60,392.00	61,479.00	63,286.00	66,179.00
13	55,229.00	56,321.00	56,685.00	60,680.00	61,774.00	63,587.00	66,496.00

SCHEDULE A-3

9-1-04 to 8-31-05

STEP	B	B + 15	B + 30	M	M+ 30	CAGS/DM	DR
1	36,715.00	37,404.00	37,753.00	39,406.00	40,422.00	41,766.00	44,451.00
2	38,782.00	39,457.00	39,801.00	41,500.00	42,533.00	43,955.00	46,788.00
3	40,878.00	41,567.00	41,909.00	43,667.00	44,742.00	46,171.00	49,037.00
4	43,163.00	43,855.00	44,202.00	45,930.00	46,988.00	48,440.00	51,333.00
5	45,411.00	46,139.00	46,507.00	48,328.00	49,429.00	50,881.00	53,809.00
6	49,412.00	50,151.00	50,518.00	52,369.00	53,472.00	54,943.00	57,891.00
7	56,073.00	57,183.00	57,553.00	61,608.00	62,719.00	64,560.00	67,512.00
8	56,210.00	57,322.00	57,693.00	61,758.00	62,871.00	64,716.00	67,676.00
9	56,344.00	57,461.00	57,831.00	61,907.00	63,022.00	64,875.00	67,839.00
10	56,481.00	57,600.00	57,970.00	62,057.00	63,174.00	65,030.00	68,005.00
11	56,618.00	57,739.00	58,110.00	62,207.00	63,326.00	65,186.00	68,166.00
12	56,889.00	58,016.00	58,390.00	62,506.00	63,631.00	65,501.00	68,495.00
13	57,162.00	58,292.00	58,669.00	62,804.00	63,936.00	65,813.00	68,823.00

APPENDIX A
TEACHER SALARY SCHEDULE
SCHEDULE B

(Applicable to all teachers whose most recent start date is
after the last day of school of the 1998-99 school year.)

SCHEDULE B-1

9/1/02 through 1-21-03

Step	B	B +15	B +30	M	M +30	CAGS/DM	DR
1	34,099.00	34,739.00	35,063.00	36,598.00	37,542.00	38,791.00	41,284.00
2	35,381.00	36,048.00	36,375.00	38,047.00	39,005.00	40,288.00	42,816.00
3	36,710.00	37,405.00	37,737.00	39,555.00	40,524.00	41,845.00	44,405.00
4	38,090.00	38,815.00	39,149.00	41,122.00	42,102.00	43,461.00	46,052.00
5	39,521.00	40,276.00	40,615.00	42,750.00	43,742.00	45,140.00	47,760.00
6	41,006.00	41,793.00	42,134.00	44,442.00	45,446.00	46,883.00	49,533.00
7	42,548.00	43,368.00	43,710.00	46,204.00	47,215.00	48,693.00	51,369.00
8	44,146.00	45,002.00	45,347.00	48,033.00	49,055.00	50,574.00	53,276.00
9	45,806.00	46,697.00	47,043.00	49,935.00	50,965.00	52,527.00	55,252.00
10	47,526.00	48,455.00	48,803.00	51,914.00	52,950.00	54,556.00	57,302.00
11	49,313.00	50,280.00	50,630.00	53,970.00	55,012.00	56,663.00	59,428.00
12	51,166.00	52,174.00	52,525.00	56,108.00	57,155.00	58,852.00	61,632.00
13	53,089.00	54,140.00	54,489.00	58,330.00	59,381.00	61,124.00	63,920.00

SCHEDULE B-1

1-22-03 to 8-31-03

Step	B	B +15	B +30	M	M +30	CAGS/DM	DR
1	34,440.00	35,086.00	35,414.00	36,964.00	37,917.00	39,179.00	41,697.00
2	35,735.00	36,408.00	36,739.00	38,427.00	39,395.00	40,691.00	43,244.00
3	37,077.00	37,779.00	38,114.00	39,951.00	40,929.00	42,263.00	44,849.00
4	38,471.00	39,203.00	39,540.00	41,533.00	42,523.00	43,896.00	46,513.00
5	39,916.00	40,679.00	41,021.00	43,178.00	44,179.00	45,591.00	48,238.00
6	41,416.00	42,211.00	42,555.00	44,886.00	45,900.00	47,352.00	50,028.00
7	42,973.00	43,802.00	44,147.00	46,666.00	47,687.00	49,180.00	51,883.00
8	44,587.00	45,452.00	45,800.00	48,513.00	49,546.00	51,080.00	53,809.00
9	46,264.00	47,164.00	47,513.00	50,434.00	51,475.00	53,052.00	55,805.00
10	48,001.00	48,940.00	49,291.00	52,433.00	53,480.00	55,102.00	57,875.00
11	49,806.00	50,783.00	51,136.00	54,510.00	55,562.00	57,230.00	60,022.00
12	51,678.00	52,696.00	53,050.00	56,669.00	57,727.00	59,441.00	62,248.00
13	53,620.00	54,681.00	55,034.00	58,913.00	59,975.00	61,735.00	64,559.00

Starting in August 27, 2002, teachers will be paid an annualized rate of pay, melding the two rate schedules for school year 2002-2003. Any teacher who leaves in the middle of the year will have his or her pay pro rated per the rate schedules for school year 2002-2003.

SCHEDULE B-2

9/1/03 through 6-30-04

Step	B	B +15	B +30	M	M +30	CAGS/DM	DR
1	35,473.00	36,139.00	36,476.00	38,073.00	39,055.00	40,354.00	42,948.00
2	36,807.00	37,500.00	37,841.00	39,580.00	40,577.00	41,912.00	44,541.00
3	38,189.00	38,912.00	39,257.00	41,150.00	42,157.00	43,531.00	46,194.00
4	39,625.00	40,379.00	40,726.00	42,779.00	43,799.00	45,213.00	47,908.00
5	41,113.00	41,899.00	42,252.00	44,473.00	45,504.00	46,959.00	49,685.00
6	42,658.00	43,477.00	43,832.00	46,233.00	47,277.00	48,773.00	51,529.00
7	44,262.00	45,116.00	45,471.00	48,066.00	49,118.00	50,655.00	53,439.00
8	45,925.00	46,816.00	47,174.00	49,968.00	51,032.00	52,612.00	55,423.00
9	47,652.00	48,579.00	48,938.00	51,947.00	53,019.00	54,644.00	57,479.00
10	49,441.00	50,408.00	50,770.00	54,006.00	55,084.00	56,755.00	59,611.00
11	51,300.00	52,306.00	52,670.00	56,145.00	57,229.00	58,947.00	61,823.00
12	53,228.00	54,277.00	54,642.00	58,369.00	59,459.00	61,224.00	64,115.00
13	55,229.00	56,321.00	56,685.00	60,680.00	61,774.00	63,587.00	66,496.00

SCHEDULE B-3

9-1-04 to 6-30-05

Step	B	B +15	B +30	M	M +30	CAGS/DM	DR
1	36,715.00	37,404.00	37,753.00	39,406.00	40,422.00	41,766.00	44,451.00
2	38,095.00	38,813.00	39,165.00	40,965.00	41,997.00	43,379.00	46,100.00
3	39,526.00	40,274.00	40,631.00	42,590.00	43,633.00	45,055.00	47,811.00
4	41,012.00	41,792.00	42,151.00	44,276.00	45,332.00	46,795.00	49,585.00
5	42,552.00	43,365.00	43,731.00	46,030.00	47,097.00	48,603.00	51,424.00
6	44,151.00	44,999.00	45,366.00	47,851.00	48,932.00	50,480.00	53,333.00
7	45,811.00	46,695.00	47,062.00	49,748.00	50,837.00	52,428.00	55,309.00
8	47,532.00	48,455.00	48,825.00	51,717.00	52,818.00	54,453.00	57,363.00
9	49,320.00	50,279.00	50,651.00	53,765.00	54,875.00	56,557.00	59,491.00
10	51,171.00	52,172.00	52,547.00	55,896.00	57,012.00	58,741.00	61,697.00
11	53,096.00	54,137.00	54,513.00	58,110.00	59,232.00	61,010.00	63,987.00
12	55,091.00	56,177.00	56,554.00	60,412.00	61,540.00	63,367.00	66,359.00
13	57,162.00	58,292.00	58,669.00	62,804.00	63,936.00	65,813.00	68,823.00

**APPENDIX B
SALARY DIFFERENTIALS
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>SPORT RATE</u>	<u>SPORT</u>	<u>SPORT RATE</u>
Baseball		Gymnastics	
Head Coach	A	Head Coach-Boys	A
Asst. Coach	B	Head Coach-Girls	A
Freshman Coach	C	Asst Coach-Girls	B
Basketball (Boys)		Ice Hockey	
Head Coach	A	Head Coach	A
Asst Coach	B	Asst. Coach	A
Freshman Coach	C		
Basketball (Girls)		Soccer (Boys)	
Head Coach	A	Head Coach	A
Asst. Coach	B	Asst Coach	B
Freshman Coach	C	Freshman Coach	C
Cheerleaders		Soccer (Girls)	
Fall (I-Football)	E	Head Coach	A
Fall (II - Soccer)	E	Asst. Coach	B
Winter (I - Basketball)	E	Freshman Coach	C
Winter (II - Ice Hockey)	E		
Color Guard	E	Softball	
		Head Coach	A
Cross Country		Asst. Coach	B
Head Coach	A	Freshman Coach	C
Asst. Coach	B		
Equipment Manager	A	Spring Track (Boys)	
		Head Coach	A
Field Hockey		Asst. Coach	B
Head Coach	A	Asst. Coach	C
Asst. Coach	B		
Freshman Coach	C	Spring Track (Girls)	
		Head Coach	A
Football		Asst. Coach	B
Head Coach	D	Asst. Coach	C
Asst Coach	A		
Asst Coach	A	Swimming (Boys)	
Asst Coach	A	Head Coach	A
Freshman Coach	B		
Freshman Coach	B	Swimming (Girls)	
		Head Coach	A
Golf		Asst. Coach	B
Head Coach	B		

APPENDIX B
SALARY DIFFERENTIALS
APPENDIX B-1 ATHLETIC DIFFERENTIALS

<u>SPORT</u>	<u>SPORT RATE</u>	<u>SPORT</u>	<u>SPORT RATE</u>
Tennis		Winter Track (Boys)	
Head Coach -Boys	A	Head Coach	A
Head Coach-Girls	A	Asst. Coach	B
Trainer (per season)	A	Winter Track (Girls)	
Volleyball		Head Coach	A
Head Coach	A	Asst. Coach	B
Asst. Coach	B	Wrestling	
Weight Trainer		Head Coach	A
(per season)	E	Asst. 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.

Effective 9/1/2002

Years of Service	Sport Rate Category				
	Step	A	B	C	D
1	2,783	2,039	1,673	5,195	928
2	3,269	2,399	1,962	6,105	1,087
3	3,752	2,752	2,256	7,010	1,246
4	4,237	3,112	2,591	7,912	1,403
5	4,722	3,465	2,838	8,815	1,565
6	5,202	3,816	3,125	9,712	1,723

Effective 1-22-2003

1	2811	2059	1690	5247	937
2	3302	2423	1982	6166	1098
3	3790	2780	2279	7080	1258
4	4279	3143	2617	7991	1417
5	4769	3500	2866	8903	1581
6	5254	3854	3156	9809	1740

Effective 9/1/2003

1	2895	2121	1741	5404	965
2	3401	2496	2041	6351	1131
3	3904	2863	2347	7292	1296
4	4407	3237	2696	8231	1460
5	4912	3605	2952	9170	1628
6	5412	3970	3251	10103	1792

Effective 9/1/2004

1	2996	2195	1802	5593	999
2	3520	2583	2112	6573	1171
3	4041	2963	2429	7547	1341
4	4561	3350	2790	8519	1511
5	5084	3731	3055	9491	1685
6	5601	4109	3365	10457	1855

All teachers working in the intramural program will be paid at the rate of:

\$19.42 /hour effective 9/1/02 \$19.61 /hour effective 1/22/03
 \$20.30 /hour effective 9/1/03
 \$21.01 /hour effective 9/1/04

APPENDIX B-2

Non-Athletic Differentials

	<u>9/1/02</u>	<u>1/22/03</u>	<u>03-04</u>	<u>04-05</u>
A. <u>Elementary Assistant Principals</u>	1529	1544	1590	1646
B. <u>Library Coordinator</u>	2311	2334	2404	2488
C. <u>Department Heads/Assistant To the Director of SPED/Coordinator of Early Childhood (High School)</u>				
Step 1 (.07 x M Max)	4084	4125	4249	4398
Step 2 (.075 x M Max)	4375	4419	4552	4711
Step 3 (.08 x M Max)	4667	4714	4855	5025
Note 1:	Steps reflect years of service in the position.			
Note 2:	The Committee reserves the right to increase the teaching load to three periods.			
Note 3:	Non-teaching work performed by department heads may be assigned to persons outside the bargaining unit.			
Note 4:	The high school foreign language department head will be responsible for foreign language grades 6-12 with a maximum teaching load of 2 periods per day.			
D. <u>Guidance Counselors</u>	632	638	657	680
Note: This differential shall be paid only to personnel employed by the Reading School Department in this capacity on or before September 1, 1980.				
E. <u>Technology Education Teachers</u>	252	255	263	272
F. <u>Technology Specialist</u>	8,629	8,715	8,976	9,290

APPENDIX B-2 (CONTINUED)

HIGH SCHOOL ADVISORSHIPS

G. Other Non-Athletic Differentials – High School and Middle School	<u>9/01/02</u>	<u>1/22/03</u>	<u>9/01/03</u>	<u>9/1/04</u>
Yearbook	2206	2228	2295	2375
Impressions	1364	1378	1419	1469
Scholarship Committee	698	705	726	751

High School Advisorships Continued

	9/01/02	1/22/03	9/1/03	9/1/04
Treasurer	1696	1713	1764	1826
Sr. Class	1526	1541	1587	1643
Drama	3023	3053	3145	3255
Student Council	1526	1541	1587	1643
Extra Curricular Music	2611	2637	2716	2811
Vivarium Coordinator	1053	1064	1096	1134
Math Club	1368	1382	1423	1473
Science Club	1263	1276	1314	1360
Orbit Advisor	1010	1020	1051	1088
Debate Team	1010	1020	1051	1088
Junior Class	1010	1020	1051	1088
AFS	506	511	526	544
Musical	1896	1915	1972	2041
Jazz Band	1518	1533	1579	1634
Vernal Pool	1849	1867	1923	1990
History Club	1093	1104	1137	1177
National Honor Society	1640	1656	1706	1766
National History Day	1093	1104	1137	1177

MIDDLE SCHOOLS

	9/1/02	1/22/03	9/1/03	9/1/04
Assistant Band Director	1267	1280	1318	1364
A V Coordinator (2)	914	923	951	984
Math Club (2)	1229	1241	1278	1323
Musical (2)	1518	1533	1579	1634
Yearbook (2)	819	827	852	882
Science Olympiad (1)	1188	1200	1236	1279
Student Council (2)	819	827	852	882
Jazz Band (1)	1203	1215	1251	1295
Team Leaders (12)	547	552	569	589

ELEMENTARY SCHOOLS

Elementary Curriculum Chairpersons	1446	1460	1504	1557
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- H. Employees in the stipend positions set forth in Section A (elementary assistant principals), B (Library Coordinator), C (Department Heads) Assistant to the Director of SPED/Coordinator of Early Childhood and G (other non-athletic differentials – High School and Middle Schools) shall serve for one school year term only. The employee may apply for reappointment, however, each school year.

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

Reading Teachers Association, Inc., #00298

161 ASH STREET SUITE E, READING, MASSACHUSETTS 01867-3115 (781) 944-6451

TENTATIVE AGREEMENT WITH THE READING SCHOOL COMMITTEE ARTICLE XVIII

To: Reading School Committee

From: Reading Teachers Association


Date: May 28, 2002

RE: MTA Group Short-term or Long-term Disability Insurance Plan-Payroll Deductions

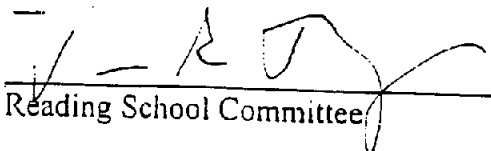
This is to confirm our agreement, during teacher negotiations in the Spring of 2002, that whenever duly authorized, in writing, by any teacher, on a form or forms jointly approved by the Committee and the Association, payroll deductions on behalf of such teacher shall be made in accordance with the forms and the requirements of the MTA Group Short-term or Long-term Disability Insurance coverage.

The Committee's sole responsibility shall be making the deduction, as aforementioned.

The RTA Member will be responsible for the authorization and full payment of the premium through the approved payroll deduction authorization.



Reading Teachers Association



Reading School Committee