

**AGREEMENT**

**BETWEEN**

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

**AND**

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

**Effective: September 1, 2024**

**Expiring: August 31, 2027**

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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**

1-01 For the purposes of collective bargaining with respect to wages, hours and other conditions of employment, the negotiation of collective bargaining agreements, and any question arising thereunder, the Committee recognizes the Association as the exclusive bargaining agent and representative of a bargaining unit consisting of the following employees:

- All classroom teachers, including teaching specialists
- Special Education Teachers
- Speech and Language, Physical, and Occupational Therapists
- School Psychologists
- Counselors (Guidance, Adjustment) and Social Workers
- Department Heads (teaching full-time or part-time)
- Media Specialists
- Librarians
- School Nurses (excluding Director of Health Services)

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

### **ARTICLE II** **Rights & Provisions**

#### **Management Rights**

2-01 Under the law of Massachusetts, the Committee is responsible for establishing the educational policies of the public schools of Reading; and it is recognized that the Committee is a public body established under and with the powers provided by the statutes of the Commonwealth of Massachusetts and that nothing in this Agreement shall be deemed to derogate from or impair any power, right or duty conferred upon the Committee or Superintendent by statute or any rule or regulation of any agency of the Commonwealth. As to every matter not specifically mentioned or provided for in this Agreement the Committee and Superintendent retain all the powers, rights and duties that it has by current and applicable law, including the Every Student Succeeds Act, and may exercise the same at its discretion without any such exercise being made the subject of a grievance or arbitration proceeding hereunder.

#### **Association Rights**

2-02 The Association shall have the right to use in-school mail compartments.

2-03 The Committee shall provide the Association with a list of all members employed in the system and a visual depiction reflecting step distribution by the end of September each school year.

2-04 The Committee shall furnish the Association with an agenda and approved minutes of its meetings.

- 2-05 There shall be twenty personal days available for Association business, conferences, legislative hearings, and conventions, provided, however, not more than two members from each school shall be requested or approved for such leave on the same workday, except at the high school, where no more than three classroom teachers shall be requested or approved for such leave. The Association shall give 24-hour notice to the appropriate principal of intention to take an Association day. The use of these days shall be determined by the Association President. The Association agrees to pay the cost of hiring a substitute. The RTA President may use these days in fractional increments; however, when doing so, the RTA agrees to pay the cost of the substitute teacher for the full school day.
- 2-06 The Association President 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 section 8-02:A.4, the Association President shall be allowed to leave school upon the conclusion of the students' regular school day in order to perform Association duties.
- 2-07 The Superintendent or their designee shall inform the Association in writing of the name(s) and address(es) of all new hires in the bargaining unit within 10 days of their being hired, and the written notice shall include placement on the salary schedule of each new hire. The District will provide the opportunity for the Association to meet with newly-hired employees, without charge to the pay or leave time of such an employee, for not less than 30 minutes either during the new member orientation prior to the start of the school year, or on a faculty meeting day if the member is hired after the start of school.
- 2-08 On the staff orientation days, just prior to the opening of the student year, the Association shall be provided one 15-minute period before or after general faculty orientation meeting(s) in order to meet with all members to discuss Association activities.

**General Provisions**

- 2-09 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.
- 2-10 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.
- 2-11 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.
- 2-12 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 member employed during the term of the Agreement. The cost of the publication is to be borne equally by the parties.
- 2-13 Workshops for members entering the Reading Public Schools 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 members may be assigned to participate in the workshop. Such members who are not department heads will be compensated at the applicable rate established for vacation employment.
- 2-14 No member will be asked or required to use their car to transport students.
- 2-15 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.
- 2-16 During the life of this Agreement, at the request of either party, both parties will discuss issues relating to early retirement, change in the members' work year relating to energy cost or energy conservation, in-service, member workshops, and step issues for different payment scales.

- 2-17 In the event of resignation by a member, the member will provide written notification of such resignation to the Superintendent at least sixty (60) calendar days in advance of the effective date of the resignation.
- 2-18 Members who live in Reading who want to enroll out of their neighborhood school will be given preference, provided there is space.
- 2-19 At Principal/Administrator discretion, staff/faculty meetings may be held virtually via a district approved video conferencing platform (i.e. Zoom/Teams).

**ARTICLE III**  
**Continuation of Current Practices**

- 3-01 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**

- 4-01 At least monthly, the Association President 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 (5) 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.
- 4-02 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 Procedures**

- 5-01 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 member from presenting their grievance individually, subject to the limitation of the first paragraph of Level 4 and paragraph L-4:C.2.
- 5-02 Grievances shall be processed as follows:
- Level 1.** The grievance shall be presented verbally or in writing to the appropriate principal or other immediate supervisor.
- Level 2.** Within seven (7) school days after either an email or verbal presentation at Level 1, an unresolved grievance shall be submitted in writing stating the specific contract violation(s) to the Superintendent or their designee, who shall meet with the employee and not more than three (3) Association representatives within ten (10) school days after such submission. The Superintendent shall give their written answer within five (5) school days after such meeting.
- Level 3.** Within ten (10) school days after such meeting with the Superintendent at Level 2, an unresolved written grievance shall be submitted to the Committee. The Committee or its representatives shall meet with the employee and the Association representative(s) within two (2) regularly scheduled School Committee meetings after such submission. The Committee will give its written answer within five (5) school days after such meeting.

**Level 4.** Within fifteen (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.

L4-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.

L4-B Except as otherwise provided in subsection L4-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.

L4-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 L4-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, they 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 L4-B above.
  - b) If the arbitrator finds that the Committee did not attempt to negotiate in good faith prior to any such discontinuation, they shall decide the disposition of the case as a normal question of contract interpretation involving Article III, within the limits of subsection L4-B, above

L4-D The arbitrator shall be without power to impose a personal financial obligation on any present or future member of the Committee.

L4-E The arbitration award shall be final and binding on the Committee, the Association, and on individual employees.

### **General**

5-03 A grievance shall be deemed waived unless:

- A. Presented at Level 1 or, in the case of a class grievance, at Level 2, within twenty (20) school days after the event or condition leading to the grievance or within twenty (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.

5-04 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.

5-05 Grievances affecting a group or class of members or otherwise appropriate for direct submission at Level 2 may be submitted in the discretion of the Association. In such an event the Superintendent may invite the principal(s) involved to be present at the meeting with the individual and the Association representative.

- 5-06 No reprisals against employees will be taken for filing grievances or for participating in the grievance procedure, nor shall any employee record be maintained for any such purpose.
- 5-07 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 employees involved.
- 5-08 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.
- 5-09 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.
- 5-10 Grievance meetings and hearings shall be closed to the public and press.
- 5-11 All financial settlements awarded to members 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 Licensure**

- 6-01 It is the responsibility of the member to maintain appropriate licensure with the Commonwealth of Massachusetts Department of Elementary and Secondary Education (DESE) regarding their assignment. Evidence of current appropriate licensure must be on file with the Superintendent in order to maintain employment with Reading Public Schools.

## **ARTICLE VII**

### **Professional Development & Improvement**

- 7-01 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 their 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.
- 7-02 Equitable distribution of vouchers will be insured by use of the following procedures in order of preference:
- A. When a voucher is received from the college, the Superintendent or their designee will first notify the cooperating teacher in writing that they have fourteen (14) calendar days from the date of receipt of notification to claim the voucher.
  - B. 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 their 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.
  - C. 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.

- D. 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.
- E. Vouchers cannot be used in lieu of tuition reimbursement as provided elsewhere in this agreement.

7-03 The Committee will pay the reasonable expenses including fees, lodging and transportation incurred by members who attend workshops, seminars, conferences, conventions, or other professional improvement sessions and visiting days (including visits to other schools), at the request of or with the approval of the principal or immediate supervisor. All professional development requests need to have written preapproval of the principal or immediate supervisor. A consistent pattern of disapproval, at a particular school, of teacher attendance at workshops, seminars, conferences, conventions, or other professional improvement sessions and visiting days, may be the subject of review by the Superintendent at the request of the RTA. The principal will be invited to participate.

7-04 For the life of this agreement, there shall be a Technology Impact Committee comprised of four (4) members of the RTA and four (4) members of the Administration. They will meet at the request of either party. The charge for this committee is to assess the impact technology has on teaching, student learning, school climate/culture, communication, and the professional day/workload of educators and administrators. This committee shall select two (2) co-chairs from the existing membership, one (1) from the RTA and one (1) from administration. If the Superintendent is not one of the members of this committee, they shall meet with this group at least yearly.

**ARTICLE VIII**  
**Work Year, Working Hours, and Workload**

**8-01 Work Year**

- A. The work year for Association members shall start no earlier than the first Monday before Labor Day and end no later than the date dictated by current policy and past practice. The February and April vacation periods will remain unchanged from current policy and past practice.
- B. Except as otherwise defined below, the regular work year is defined as 185 days, including a total of up to five (5) non-student contact days in combination before and during the student school year and at least 180 days with students. Two (2) of the non-student contact days will be the two (2) days prior to the first day of school for students. The others will be scheduled during the student calendar year. The schedule for these days will be directed by the Superintendent. If, as a result of cancellations, less than 180 days will be available for student attendance, sufficient additional days will be scheduled to provide 180 days of student attendance.
  - 1. The work year for High School Guidance counselors will be 190 days with five (5) days scheduled over the course of the summer by mutual agreement of the principal, Director of School Counseling, and the staff member. The Director of School Counseling may be requested by Administration to work any additional five (5) days (over the 190) days up to a total of 195 days scheduled over the course of the summer by mutual agreement of the principal and staff member. High School Guidance counselors and the Director of School Counseling shall be paid at their per diem rate for said days.
- C. If the committee determines that the work week shall be other than the normal five (5) workdays pursuant to Section 8-02 below, the work year shall not exceed 1,295 hours (185x7).
- D. Members who agree to be assigned by administration to work beyond the regular school year to fulfill the service delivery requirements of the Individualized Education Plan (IEP) of a Special Education Student under the requirements of “substantial regression” (i.e. Extended School Year Program) will be paid for such work performed at their per diem rate based upon their salary schedule rate.



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

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

8-02 **Work Week/Work Day**

- A. The regular work week for all members shall consist of thirty-five (35) hours, which shall be five (5) days of seven (7) hours, Monday through Friday.
1. The regular workday of members will begin fifteen (15) minutes before students are expected to report to their classroom/homeroom for attendance purposes.
  2. Each member will have a daily duty-free lunch period of at least one half-hour in length during the regular workday.
  3. 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 workday at times mutually convenient to all parties to the meeting.
  4. Each member is subject to assignments by the building principal to curriculum committees, study groups, collaborative planning time with teachers, common grade level, team, or department time to review student progress, building administrative groups, staff meetings etc., and, as members of these committees and groups, they will contribute to the improvement of instruction in the schools.
  5. With the exception of December, April, and one other month that the school-based administration selects, where there will only be one (1), members will ordinarily be expected to devote two (2) afternoons per month for such activities, referenced above, under the direction of administration. School-based administration will provide 48-hours' notice prior to the cancelation of the meeting. Agendas for any after-school meetings will be distributed at least two (2) days prior to the meeting.
  6. The annual calendar of these dates will be planned by administration with consultation from the Professional Development Committee per the following guidelines:
    - a) A draft calendar will be shared with the Professional Development Committee for consultation no later than June 15 of the previous school year.
    - b) The calendar will include tentative early release dates, professional development days, and staff meeting days.
    - c) Based on feedback, a final calendar will be developed no later than the first day of school.
  7. The District shall make every effort to provide professional development opportunities that qualify staff to receive professional development points based upon the requirements of the *Recertification Guidelines for Massachusetts Educators* issued by the Massachusetts Department of Elementary and Secondary Education. Such professional development opportunities may occur during in-service days, early release days or professional development sessions scheduled within the regular workday or within required meeting times.
    - a) A joint labor management committee will be formed to review current professional development programs to ensure they meet the criteria of High Quality Professional Development (HQPD) as set forth in the Massachusetts Standards for Professional Development published by the Massachusetts Department of Elementary and

Secondary Education (DESE); provide input and planning on upcoming professional development programming; and create a functional evaluation tool to provide teacher/staff input regarding the professional development programming.

8. There is an expectation that elementary and middle school members will attend two (2) school-wide night events each year and high school bargaining unit members will attend one (1) school-wide night event each year. The dates of these events will be communicated at the beginning of the school year by the administration. Members are encouraged, but not required to attend other night events. If a member is asked to present at a night event, and advanced preparation is necessary, adequate time will be provided outside of the regular teaching and preparation time allotted to prepare for the event. This language is exclusive of members who receive a stipend that requires attendance at a night event or teachers that are involved in performances or concerts. All events will occur on early release days for students and no meetings will be scheduled on those days.
  9. Any member, upon mutual agreement with Administration and the Association, may have their starting time and ending time adjusted for the school day provided that the span of consecutive hours in the regular workday is not increased.
  10. Over the two (2) professional days prior to the start of school, teachers and nurses will receive the equivalent of 6.5 hours dedicated to classroom set up, scheduling, prep, and collaboration time.
  11. Elementary specialists shall teach no more than nine (9) classes per day.
- B. The regular workday for nurses shall consist of seven (7) hours per day. It is recognized, however, that the School Committee may adjust starting and finishing times of the school day provided that the span of consecutive hours in the regular workday for any nurse is not increased.
1. As part of their regular professional responsibilities, nurses may have to work beyond the seven (7) hours in the regular workday to care for a sick student/staff member.
  2. In addition, as part of their regular professional responsibilities each nurse is subject to assignment by the building principal or Director of Health Services to committee assignments that may extend beyond the typical school day.
  3. Nurses will offer a yearly CPR/AED course for faculty and staff. When a nurse is assigned to teach a CPR/AED course for faculty and staff beyond the regular school day/school year, the nurse will be paid the curriculum rate. The work needs to be approved in advance by the Superintendent or their designee. Employee signed timecards for such work must be submitted to administration within a week of the culmination of each pay period for when the work was performed.
- C. Nothing herein shall prevent the Committee from scheduling irregular work weeks in unusual circumstances. The Committee shall consult with the Association prior to any such change being put into effect.
- D. For members 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. Each school building shall have a designated parking area for traveling staff.

8-03 **School Calendar**

- A. The Committee, through the Superintendent, agrees to consult with the Association, through its president, thirty (30) days before establishing the school calendar.
- B. Once the calendar has been established and published, normally no changes will be made without agreement of the Association President, except as provided in 8-03:C.

- C. In the event of unusual circumstances necessitating change(s) in the calendar (such as more than five (5) 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.

8-04 **Planning Time**

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

- A. Secondary and Middle Schools: A daily planning period during the regular school day will normally be scheduled and provided for each teacher. In the event that a daily planning period is not 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 workday will be provided for each teacher so affected.
- B. Elementary: Elementary teachers will be provided planning time as follows:
  - 1. Grades PreK-5 classroom teachers will be provided a daily planning period for any full day of school. Classroom teachers may leave the classroom for planning purposes when a teaching specialist or other staff member is scheduled to conduct a class (180 minutes per week). Up to thirty (30) minutes of this time may be dedicated to grade level planning and collaboration. Teaching specialists shall be scheduled comparable time for planning purposes, giving due regard for the differences of their function.
  - 2. Contractual Planning time for all teachers and specialists shall be defined as an unassigned block equivalent to one (1) period of no less than thirty (30) consecutive minutes.
  - 3. 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 8-05. Elementary early release day sessions for the purpose of district or school initiatives shall not occur on consecutive weeks. During the elementary planning time, no other meetings or professional development will be scheduled by administration.
  - 4. Administration shall provide a school year schedule of elementary planning time scheduled for release time by the first day of school each year.
  - 5. Teachers who are required to miss their contractual preparation/planning time due to being asked to cover a class, attend a meeting of a special education IEP team, attend post-observation meetings, attend their annual initial goal setting meeting, attend their annual mid-year goal setting meeting, attend their annual end of year goal setting/post evaluation meeting or data collection meeting shall, within ten (10) school days of written notification to the building principal, be compensated for the lost preparation time with an equivalent amount of preparation time.

The administration will make its best efforts to work with the member to find a mutually agreeable time. If the time cannot be provided within five (5) school days of the written notification by the member, the member will be paid at the curriculum rate for the period of time covered. The work needs to be approved in advance by the Superintendent or their designee. Employee-signed timecards for such work must be submitted to administration within a week of when the work was performed or within one week of notification that the time cannot be provided within the five (5) day window.
- C. Special Education Teachers shall have an additional IEP Meeting/Evaluation Planning Block of at least sixty (60) minutes at the elementary level and one standard period of at least forty-five (45) minutes at the secondary level. In addition, K-12 special education classroom teachers (i.e. learning center and program teachers) shall receive additional release time on early release days or professional development days twice per quarter/trimester (to be determined by the building

principal) of duty-free time for the purpose of completing progress reports or other paperwork which are associated with a student's individualized education plan. Should the agenda or topic of other in-service days or early release days be focused on topics not related to their roles and responsibilities, special education teachers, with prior approval of the building principal or district administration, can use the time for the purpose of completing progress reports or other paperwork which are associated with a student's individualized education plan.

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

**8-05 Release Time**

- A. 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.
- B. 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 their 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.

8-06 When the district determines that a new standard shall be used for student grading (report cards, progress reports, etc.), those changes will be shared with the staff prior to the start of the grading period in which it will be implemented.

8-07 Non-teaching duties, when deemed necessary by the principal, shall be assigned equitably.

8-08 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 their designee will determine in each instance when members should be required to enter or re-enter the building.

8-09 No member will be required to obtain a substitute. Members may be asked to submit names of possible substitutes.

8-10 Class Size: It will continue to be the policy of the School Committee to maintain reasonable class sizes at all levels when possible.

8-11 The following sections of Article VIII will apply to school nurses: 8-01:A,B,C, 8-02:A.2,4, 8-02:C, 8-02:D, 8-03:A,B,C, 8-05:A,B, 8-07, 8-08, 8-09

8-12 Administration is responsible for providing substitute teachers and nurses in the event of an absence. If Administration is unable to secure a substitute, another teacher or nurse, who is available during a time that coverage is needed, may be asked to provide coverage on a voluntary basis during a period that is not designated as their planning period. If a teacher is asked to provide coverage during their designated planning period, the teacher will be compensated at the curriculum rate for the period of time covered. Timecards for such work must be submitted at the culmination of each pay period for when the work was performed. The work needs to be approved in advance by the Superintendent or designee. Employee signed timecards for such work must be submitted to administration within one (1) week of the culmination of each pay period for when the work was performed.

8-13 The Parties agree to form a Joint Labor Management Committee (Workload JLMC) to review special education caseloads/workloads across the district and make recommendations to the bargaining teams as part of an overall program review of special education teachers and related service providers workloads, as well as learning center shall continue as a standing committee.

- A. For the 2024-2025 school year the Workload JLMC is tasked with reviewing current workload data and where improvements in equitability can be made. The Workload JLMC will consist of members from Administration and the Association. This JLMC Committee should meet starting no later than October 1, 2024, with work completed by the end of the 2024-2025 school year. Recommendations made will be based on data supported by actual numbers and research, along with any regulatory guidelines.
- B. Thereafter, the Committee will meet quarterly to support workload equitability.

**ARTICLE IX**  
**Evaluation**

**9-01 Purpose of Educator Evaluation**

- A. This contract language is locally negotiated and based on M.G.L., c.71, § 38; M.G.L. c.150E; the Educator Evaluation regulations, 603 CMR 35.00 et seq. In the event of a conflict between this collective bargaining agreement and the governing laws and regulations, the laws and regulations will prevail.
- B. The regulatory purposes of evaluation are:
  - 1. To promote student learning, growth, and achievement by providing Educators with feedback for improvement, enhanced opportunities for professional growth, and clear structures for accountability, 603 CMR 35.01(2)(a);
  - 2. To provide a record of facts and assessments for personnel decisions, 35.01(2)(b);
  - 3. To ensure that every school committee has a system to enhance the professionalism and accountability of teachers and administrators that will enable them to assist all students to perform at high levels, 35.01(3); and
  - 4. To assure effective teaching and administrative leadership, 35.01(3).

**9-02 Educator Evaluation Process (EEP)**

- A. The Educator Evaluation Process (EEP) will be the evaluation process that is used for all licensed teachers as stated in M.G.L., c.71, § 38; M.G.L. c.150E; the Educator Evaluation regulations, 603 CMR 35.00 et seq. During the 2021-2022 school year, the EEP committee will review the revised teacher rubric provided by Department of Elementary and Secondary Education (DESE) for further negotiations, if necessary, with the Parties about the possible use of the new rubric.
- B. Only educators who are DESE as a building administrator (i.e. Principals/Assistant Principals), district administrator (i.e. Superintendent/Assistant Superintendent, Director of Student Services, special education team chairperson) or Department Chairperson (i.e. Supervisor/Directors) may serve as primary or supervising evaluators of educators.
- C. Evaluators shall not make negative comments about the educator's performance, or comments of a negative evaluative nature, in the presence of students, parents or other staff, except in the unusual circumstance where the evaluator concludes that they must immediately and directly intervene. Nothing in this paragraph is intended to limit an administrator's ability to investigate a complaint, or secure assistance to support an educator.
- D. The Superintendent or their designee shall insure that evaluators have training in supervision and evaluation, including the regulations and standards and indicators of effective teaching practice established by DESE (35.03), and the evaluation Standards and Procedures established in this Agreement and the EEP Process.
- E. Should there be a serious disagreement between the educator and the evaluator regarding an overall summative performance rating of unsatisfactory, the educator may meet with the evaluator's supervisor to discuss the disagreement. If requested by the educator, representation is permitted.

Should the educator request such a meeting, the evaluator's supervisor must meet with the educator. The evaluator may attend any such meeting at the discretion of the Superintendent.

- F. There shall be a standing EEP Committee comprised of four (4) members of the Administration and at least eight (8) members of the RTA to serve as the joint management evaluation team and meet several times during the school year. The charge for this committee is the continual review and refinement of the EEP system as described in the regulations, rubrics, processes, and documents. This committee shall select two co-chairs from the existing membership, one (1) from the RTA and one (1) from Administration. If the Superintendent is not one of the members of this committee, they shall meet with this group at least yearly.
- G. Each educator who is assigned to more than one (1) building will be evaluated by the appropriate administrator, as determined by the Superintendent. The principal of each building in which the educator serves must review and sign the evaluation and may add written comments. In cases where there is no predominate assignment, the Superintendent will determine who the primary evaluator will be.
- H. Each educator shall be notified in writing of their primary evaluator and supervising evaluator, if any, at the outset of each new evaluation cycle. The evaluator(s) may be changed upon notification in writing to the educator.
- I. Violations of this article are subject to the grievance and arbitration procedures. The arbitrator shall determine whether there was substantial compliance with the totality of the evaluation process. When the evaluation process results in the termination or non-renewal of an educator, then no financial remedy or reinstatement shall be issued if there was substantial compliance.

9-03 **Educator Plans**

- A. Educator Plans shall be designed to provide educators with feedback for improvement, professional growth, and leadership; and to ensure educator effectiveness and overall system accountability. The plan must be aligned to the standards and indicators and be consistent with district and school goals.
- B. The Educator Plan shall include, but is not limited to:
  - 1. At least one (1) goal related to improvement of practice tied to one or more Performance Standards;
  - 2. At least one (1) goal for the improvement the learning, growth and achievement of the students under the educator's responsibility;
  - 3. An outline of actions the educator must take to attain the goals and benchmarks to assess progress. Actions must include specified professional development and learning activities that the educator will participate in as a means of obtaining the goals, as well as other support that may be suggested by the evaluator or provided by the school or district. Examples may include but are not limited to coursework, self-study, action research, curriculum development, study groups with peers, and implementing new programs.
- C. It is the educator's responsibility to attain the goals in the Plan and to participate in any trainings and professional development provided through the state, district, or other providers in accordance with the Educator Plan.

9-04 **Career Advancement**

- A. In order to attain Professional Teacher Status (PTS), the educator should achieve ratings of proficient or exemplary on each Performance Standard and overall. A principal considering making an employment decision that would lead to PTS for any educator who has not been rated proficient or exemplary on each performance standard and overall on the most recent evaluation shall confer with the Superintendent by May 1. The principal's decision is subject to review and approval by the Superintendent.

- B. In order to qualify to apply for a teacher leader position, the educator must have had a Summative Evaluation performance rating of proficient or exemplary for at least the previous two (2) years.
- C. Educators with PTS whose summative performance rating is exemplary and whose impact on student learning is rated moderate or high, shall be recognized and rewarded with leadership roles, promotions, additional compensation, public commendation, or other acknowledgement as determined by the district through collective bargaining where applicable.
- D. Any changes in the evaluation process by the Department of Elementary and Secondary Education are subject to collective bargaining in accordance with the law.

9-05 **Using Student Feedback in Educator Evaluation**

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

9-06 **Using Staff Feedback in Educator Evaluation**

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

9-07 **Other**

- A. All monitoring or observation of the work performance of a member will be conducted openly and with full knowledge of the member. Secret observations are neither permitted nor condoned. The use of such devices as public address or audio systems, including tape recorders, and similar surveillance devices are strictly prohibited. Primary and supervising evaluators shall counsel members or convey diverse comments to members privately. Members will be given a copy of any evaluation reports and evaluation materials prepared by their primary or supervising evaluators and will have the right to discuss such reports with their evaluators. Members will be advised when any material of any evaluative nature is placed in their employee file.
- B. A member will have the right, upon request, to review and copy the contents of their employee file. A member will be entitled to have a representative of the Association accompany them during such a review. The member 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 their designee and placed in the member's employee file.
- C. No member will be reprimanded because of a complaint from a parent, student, or any other person outside the administration without the right to first present their viewpoint. In addition, no member shall be reprimanded or disciplined in front of students, other employees, or persons. The principal or their designee shall discuss any complaints brought forward with members in a timely fashion.
- D. The Association recognizes the authority and responsibility of the appropriate principal for disciplining or reprimanding a member for delinquency of professional performance. In any fact-finding meeting or investigative meeting at any level (Principal, Superintendent) when disciplinary action may result against the member whose participation in such meeting has been requested, the member will be notified of the purpose of the meeting prior to the meeting. Such notice will normally be given on the workday immediately prior to the meeting except when the exigencies of the situation require an earlier meeting. The member will be entitled to have an Association representative present at the meeting.
- E. No derogatory or evaluative material originating after original employment shall be placed in a member's employee file unless the member has had an opportunity to review the material. The member may submit a written statement of their views regarding any material and the same shall be attached to the file copy of the material in question. If the member is asked to sign material placed in their file, such signature shall be understood to indicate their awareness of the material, but in no instance shall said signature be interpreted to mean agreement with the content of the material.

- F. No member with PTS shall be dismissed or disciplined without just cause. No member without PTS status who has been working under this agreement in the Reading Public Schools for at least 90 calendar days shall be suspended without just cause.
- G. **Evaluation of Coaches:** Coaches covered by the Agreement will receive a written evaluation and recommendation on rehire from the Athletic Director within one month after completion of the interscholastic sport. Decisions on rehire will continue to be made in the Spring.

## **ARTICLE X**

### **Teacher Assignment**

- 10-01 Each teacher will be notified in writing of their assignment for the coming school year, including the school(s) to which they will be assigned and, if applicable, the grade(s) and subject(s) they will teach no later than June 1 of each school year. Written notice of the names of the students assigned to them 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.
- 10-02 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 is in at least their second year in Reading, has 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 administration for such an exception. Other exceptions to the above may be made by the administration in those areas with a limited student enrollment.
- 10-03 No secondary teacher shall be required to teach more than their full course load at any one time per semester. In a traditional seven (7) period schedule, a full course load is defined as five (5) classes. In a block schedule, it would be proportionally different based on the length and number of classes. If a secondary teacher agrees to teach beyond their full course load, the additional class(es) will be compensated proportionally (not hourly) for each additional class. For example, if a teacher teaches six courses and their full course load is five courses, then the teacher will be compensated with an additional 0.2 of their salary.
- 10-04 In order to assure that students are taught by teachers working within their areas of competence, teachers shall not be assigned involuntarily outside the scope of their teaching certificates and/or their major or minor fields of study and/or reassignment of teachers could be disruptive to the educational process.
- 10-05 Members who are assigned as part of their regular schedule to work in two or more schools in a school day each week shall receive a travel stipend of \$50.00 per semester.
- 10-06 The Parties agree to work on a side letter to address the issues of teacher assignment with dual enrollment instructors.

## **ARTICLE XI**

### **Vacancies and Transfers**

- 11-01 **Promotional Positions**  
For the purposes of this Article, there are two (2) types of promotional positions:
1. Any position covered by this Agreement paying a salary differential.
  2. Any professional or managerial position not covered by this Agreement.
- 11-02 Whenever a vacancy in a promotional position occurs, in the months of September through June, the vacancy will be posted on the school district website for a period of not less than ten (10) school days and e-mailed to the Association President and the membership.



- 11-03 For promotional vacancies occurring between the end of the school year in June and August 15, the vacancy will be posted on the school district website for at least ten (10) days prior to the filling of the vacancy and e-mailed to the Association President and the membership.
- 11-04 In both situations, the qualifications for the position, its duties, and the rate of compensation shall be clearly set forth.
- 11-05 Posting requirements under this section can be waived by mutual consent of the Superintendent and Association President.
- 11-06 With respect to Type 2 promotional positions, the 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 Public School System, and other relevant factors. When, in the judgment of the District, all candidates are relatively equal, preference will be given to qualified employees covered by this Agreement, provided that the judgment of the District shall not be exercised arbitrarily and capriciously.
- 11-07 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 their designee.

11-08 **Transfers**

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

A. **Request for Transfer**

1. Members wishing to be transferred shall so request in writing to the Superintendent at any time during the school year and shall renew such applications annually. All requests will be acknowledged in writing within thirty (30) days after receipt of such request.
2. The Superintendent will post on the school district website all permanent vacancies in bargaining unit positions, for a minimum of ten (10) calendar days prior to filling the vacancy. A "permanent" vacancy is one which the Reading School District decides to fill for the balance of the school year but not less than one (1) semester, or 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 fill a permanent vacancy.

B. **Involuntary Transfers**

1. When transfers of teachers are necessary, volunteers will be transferred first, on approval of the Superintendent or their designee.
2. When an involuntary transfer is necessary, a member's area of competence and/or 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 member(s) will be transferred. When all such factors are relatively equal, the least senior member, as measured by length of service in the particular school building, will be selected for transfer. Any selection based on least seniority shall not be subject to the grievance and arbitration procedure unless the claim is based on who has the least seniority.
3. Notice of intent to transfer shall be given to members in writing. Before a member is transferred involuntarily, they will be given a written statement setting forth in detail the reason for their transfer. Any involuntary transfer shall be made only after a meeting between the involved member, appropriate principal(s), and the Superintendent, provided such meeting is requested prior to the date when such transfer is scheduled. The member may, at their option, have an Association representative present at the meeting.

**ARTICLE XII**  
**Paid Absences Due to Medical Care and Emergencies**

**Sick Leave:**

- 12-01 Members will be entitled to fifteen (15) days of sick leave per school year, effective from the first official day of said school year. Unused sick leave may accumulate from year-to-year, up to a maximum of 185 days. Absences qualifying under this provision include those used for personal illness or medical appointments that cannot be scheduled outside of working hours, and/or to provide necessary care for immediate family members in case of illness or medical need. With the approval of the Superintendent, up to fifteen (15) days of such leave may be used each year for the illness of a significant individual residing outside of a member's household.
- 12-02 A complete and accurate record shall be maintained of each member 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 member annually by October 1.
- 12-03 A member notifying their supervisor to report their absence under this article shall be expected to estimate their anticipated return date but will not be required to give specific details of their illness. Any member who has been absent because of illness for ten (10) consecutive school days shall return to their duties only with the approval of the Superintendent or their designee, and after presentation of a certificate from their attending physician indicating satisfactory recovery and ability to perform their duties. A member who has been absent five (5) consecutive school days may be requested to present such a certificate as necessary to comply with the requirements of the Federal Family and Medical Leave Act of 1993.
- 12-04 Any member who has been absent to care for a member of their household, an immediate family member, or a significant individual residing outside of the member's household for greater than five (5) consecutive days shall present a certificate from an attending physician documenting the necessity of the care by the member as necessary to comply with the requirements of the Federal Family and Medical Leave Act of 1993.
- 12-05 The Committee agrees to comply with the Family and Medical Leave Act which is incorporated by reference. Leave time granted under this Agreement will be credited against Committee's statutory obligation.
- 12-06 Sick leave benefits shall be voided upon date of resignation and no payments shall be made for unused days of sick leave.
- 12-07 **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.
- A. All members shall be considered as participants in the bank and one (1) day of the annual fifteen (15) sick leave of the participants shall be subtracted and credited to the bank account; provided, however, by October 1 of each year the Association will notify the Human Resources Department of the names of members who have signified their desire not to participate by written notice to the Association.
- B. The sick leave bank will be administered by a Sick Leave Bank Committee (SLBC) to be comprised of two (2) individuals appointed by the Association and one (1) individual appointed by the Superintendent. The SLBC shall meet to consider request for use and will notify the Superintendent in writing of the decisions to be considered at least one (1) week prior to the scheduled meeting.
- C. The SLBC shall determine eligibility for use of the bank and the amount of leave to be granted based on the following criteria:
1. Completion of one (1) year of service, except a lesser amount as the SLBC may otherwise determine for good cause

2. Complete usage of all accrued leave
3. Physician's statement certifying to the health or medical need (submitted with the application requesting bank days and any renewal thereof)
4. No prior indication of sick leave abuse
5. Requests for additional time from the sick leave bank must be made two (2) weeks prior to the exhaustion of leave time unless the need for the leave is unforeseen

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

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

**12-08 Sick Leave Buyback**

- A. Subject to Section 12-08:D, upon the retirement or death of a member on or after July 1, 1993, such member, or in the event of the member'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 exempt without cap for sick leave buy back; all others, sick leave buy back will be capped at \$6,637.
- B. To be eligible to receive the payment for unused sick leave in the case of retirement, the member must on or before July 1, at least one (1) year prior to the actual retirement date, notify the Superintendent of their intention to retire.
- C. If a member does not retire on their announced date, they will not be eligible for any payment for unused sick leave. However, in the case of circumstances beyond the control of the member requiring that they not retire on the announced date or possibly the need to retire before that date, the Superintendent may permit the teacher to receive payment for unused sick leave at the time of such later retirement. The Superintendent shall not act unreasonably in exercising discretion hereunder.
- D. Members who commenced teaching in Reading from and after 9/1/96 shall not be eligible for Sick Leave Buy Back.

**ARTICLE XIII**  
**Temporary Leaves of Absence with Pay**

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

**13-01 Personal Leave**

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

- A. A personal leave day is designed for personal matters that normally cannot be accomplished outside the regular school day or for unexpected emergency situations (by way of example and not limitation: last minute canceled flights, or childcare needs arising from the member's home district canceling school when Reading Public Schools is in session). The parties agree that such leave must be taken for important personal or business reasons and not as vacation or recreation. Members requesting personal leave shall complete the appropriate forms.
- B. Each member will be granted two (2) personal days with pay each 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. The particular reason for such leave need not be stated.
- C. In the event the District has valid reason to believe that a personal day had been taken for a reason inconsistent with the above provision, the 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.
- D. Up to two (2) unused personal days may be carried over to the next year, up to a total of four (4) personal days.

13-02 **Bereavement Leave**

- A. In the case of a death in the immediate family of a member, such member shall be granted up to three (3) 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 member'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.
- B. In the case of the death of a significant individual not living in the employee's household, the member shall be granted one (1) day's leave with pay to attend the funeral; if such member is responsible for arranging the funeral and attending to personal matters as a result of such death, the member shall be granted up to two (2) additional days' leave with pay.

13-03 **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.

13-04 **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.

13-05 **Job Sharing**

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

The following terms and conditions apply to job sharing:

- A. Members must be certified in the subject for which they wish to share the position.
- B. Participation in the shared job must be voluntary.
- C. The job-sharing request may not exceed one (1) year. The member may request renewal, however.
- D. The job-sharing application by the teachers involved is subject to the following procedure:
  1. The receiving principal shall interview and request explanation from the member.
  2. Principal shall review the request with the Superintendent.

- 3. A joint decision shall be rendered and communicated to the member.
- 4. The decision of the Principal/Superintendent is not subject to challenge.
- E. Teachers who job share shall receive pro-rated seniority credit.
- F. 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.
- G. Under normal circumstances notification dates are as follows:  
  
Preceding the job share year:  
 November 1: Proposal to job share must be submitted in writing to Principal for approval  
 On or before April 1: The Superintendent, under normal circumstances, will give their decision on the requested job share
- H. Provisions of Section 13-05 shall not be applicable to School Nurses.

13-06 **Religious Leave**

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

13-07 **Domestic Violence Leave**

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

**ARTICLE XIV**  
**Parental & Adoption Leave**

14-01 A member who has been employed for not less than three (3) continuous months by the Reading School District shall, upon request, be granted a parental leave of absence following the birth of a newborn child, the adoption or placement of a child under the age of 18, or the adoption or placement of a child under the age of 23, if the child is mentally or physically disabled, 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 XII. Non-birthing parents may use up to twenty (20) sick/personal days.

14-02 An application for leave must be made at least fourteen (14) calendar days prior to the anticipated date of departure and must include a statement of the member's intention to return and the approximate date on which the member expects to return. This notice provision may be waived by the Superintendent in the event of extenuating circumstances.

14-03 A member granted a parental leave of absence under this policy shall, upon return to service after said leave, be restored to their previous, or a similar position with the same status, pay, length of service credit, and seniority as the member had on the date the leave of absence began. 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 members of the same type, during the period of such parental leave of absence shall not be entitled to be restored to their position.

14-04 Any parental leave granted under this section shall not affect the member's right to receive vacation time, sick leave, advancement, seniority, length of service credit, employee benefits, plans or programs, or rights of their employment for which they were eligible on the date the of parental leave began.

- 14-05 A member during parental leave may, for the period not covered by sick leave, at their own expense, maintain their status in the Reading Hospitalization and Insurance Benefit Programs by making payments of the usual and customary premiums.
- 14-06 The Committee agrees to comply with the Massachusetts Parental Leave Act and the Federal Family and Medical Leave Act which is incorporated by reference. Leave time granted under this Agreement will be credited against the Committee's statutory obligation. Members' benefits shall be the greater set forth herein or as required by the Family and Medical Leave Act of 1993.

## **ARTICLE XV**

### **Extended Leaves of Absence Without Pay**

- 15-01 **Association Leave**  
The Committee agrees that one (1) member 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 member will be considered as if they were actively employed by the Reading School District during the leave and will be placed on the salary schedule at the level they would have achieved if they had not been absent.
- 15-02 **Exchange Teacher or Action Program Leave**  
A leave of absence without pay of up to two (2) years may be granted, upon request by April 1 of the prior school year, to any teacher with Professional Teacher 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 they were actively employed by Reading Public Schools during the leave and will be placed on the salary schedule at the level they would have achieved if they had not been absent. Notice of intent to return must be given by the teacher by March 1 of the school year preceding the year of return.
- 15-03 **Military Leave**  
Military leave without pay will be granted to any member 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 member will be placed on the salary schedule at the level which they would have achieved had they remained actively employed in the system during the period of their compulsory absence.
- 15-04 **Child Rearing Leave**  
A member with Professional Teacher Status may be granted child-rearing leave, without pay or increment, for a period of one (1) year following the birth of a newborn child, the adoption or placement of a child under the age of 18, or the adoption or placement of a child under the age of 23 if the child is mentally or physically disabled. The Superintendent will give due consideration for extension of child-rearing leave for not more than one additional year provided the request for extension is made prior to March 1 during such leave. Return to service normally will be at the beginning of a school year unless otherwise requested to the Superintendent. All requests for such leave are to be submitted to the Superintendent not less than sixty (60) calendar days before said leave commences or by March 1 of the school year preceding if the leave is for the school year following." A member 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.
- 15-05 **Family Sickness**  
Leave of absence without pay of up to one (1) 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 12-04 or a significant individual outside of the household. In the event the member takes than half of the school year in the year in which such leave is granted, said member will be eligible for an increment.

15-06 **Personal Health**

After four (4) years of continuous employment in Reading Public Schools, a member 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.

15-07 **Educational Leave**

A member within the Reading Public Schools 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 members with Professional Teacher Status. Application for Educational Leave must be made in writing to the Superintendent of Schools no later than March 1 of the year preceding the school year for which leave is requested. The application must be accompanied by a detailed statement of plans for spending the leave. Notification of action on such requests shall be given in writing to each applicant by April 1 of the year preceding the school year for which leave is requested.

15-08 **Small Necessities Leave Act**

An eligible employee shall be entitled to up to twenty-four (24) hours of unpaid leave per contract year for reasons as provided by G.L. c. 149, §52D; a copy of the law may be obtained from the Superintendent's office. The eligible employee may choose to use any eligible sick leave or personal leave time.

15-09 **Other Leaves Of Absence**

Other leaves of absence without pay for personal or other valid reason(s) may be granted by the Superintendent.

**Other Provisions:**

15-10 All benefits to which a member was entitled at the time their leave of absence commenced, including unused accumulated sick leave, will be restored upon their return, and they will be assigned to the same position which they held at the time said leave commenced, if available.

15-11 All requests for leaves will be applied for in writing. Before leave commences, when requested and when practical, the Superintendent shall provide the member with a formal evaluation and a statement which indicates the step upon which the member will return.

15-12 The Superintendent or their designee shall respond in writing to the leave request within thirty (30) calendar days of receipt of the member's leave application, except as provided in 15-07, above.

15-13 A request to extend a leave of absence will normally be given by March 1.

15-14 Notice of intent to return for all extended leaves of absence must be given by the member by March 1 of the school year preceding the year of return. Failure to submit timely notice may be treated by the Superintendent in their discretion as a voluntary resignation.

**ARTICLE XVI**  
**Sabbatical Leave**

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

16-01 Sabbatical Leave is to be granted as a form of recognition of notable service as a member.

16-02 The member has completed at least seven (7) consecutive, full school years of service in Reading Public Schools at the time leave commences.

16-03 No more than three (3) members covered under this agreement 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 member in question is such that the member's absence will not seriously impair the interests of Reading Public Schools.

- 16-04 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 member'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 member and in the best interests of Reading Public Schools. 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.
- 16-05 Within four (4) weeks following the member's return from such leave, a written report of activities during the leave shall be transmitted to the Superintendent.
- 16-06 Members 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 member'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. Members 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 Reading Public Schools for the duration of the sabbatical period.
- 16-07 Members will agree in writing to return to employment in Reading Public Schools for one (1) full year in the event of a half school year's leave or two (2) 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 member's death or permanent disability.
- 16-08 When application for Sabbatical Leave is granted, the school administration shall consult with the member for the purpose of determining salary payment arrangements, dates, and other details in conformance with the approved plan of the sabbatical leave. Thereafter, the member shall sign a completed form reflecting that understanding.

**ARTICLE XVII**  
**Association Protection**

- 17-01
- A. Principals and members 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.
- B. Alleged incidents of assault or resulting injuries shall be promptly investigated by the member's principal and the Superintendent or their 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 member or any party to the incident.
- 17-02 The Committee shall provide indemnification whenever any member 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.
- 17-03 The Superintendent shall grant personal injury leave not exceeding five (5) days, without loss of pay and not deducted from sick leave to a member 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 member. In instances in which injuries covered by this section incapacitate a member for more than five (5) calendar days they may apply for Workers' Compensation benefits under General Laws Chapter 152. Additionally, under Ch. 152, S. 69, a member who is entitled to sick time may use their eligible sick time to supplement their workers' compensation benefits to result in payment of their full wages. No benefits provided under this section shall extend beyond the termination date specified in the duration clause of this agreement.



- 17-04 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 liability and/or indemnity.
- 17-05 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.
- 17-06 The Committee and the Association agree to establish a district-wide taskforce to support a safe working environment. Nothing in this provision shall be construed to limit or waive the District's inherent or customary managerial rights or prerogatives including those that may be referenced herein. The parties agree that only compliance with the processes outlined in this section (Article XVII, 17-06) shall be subject to the grievance and arbitration procedure. The outcome and work product of Section C and D below shall not be subject to the grievance and arbitration procedure.
- A. The Taskforce will be comprised of up to four (4) members from Administration and up to four (4) members from the Association.
  - B. The Taskforce will meet quarterly for the 24-25 school year.
  - C. The Taskforce will review and develop mutually agreed upon district-wide, staff reporting forms and protocols regarding classroom safety issues. Items for the taskforce to discuss include but are not limited to the creation of an electronic system that is accessible to members which includes a mechanism for tracking and providing feedback.
  - D. The Taskforce will first meet no later than October 1, 2024, with an established protocol and system established by the end of the 2024-2025 school year. In the 2025-2026 school year, the taskforce will meet no later than September 15 to determine any necessary changes to the processes developed. In subsequent years, the Taskforce will meet annually or by mutual agreement, but not more than quarterly.

**ARTICLE XVIII**  
**School Nurse Contract Provisions**

- 18-01 **CONTRACTING OUT**  
The Committee agrees that contracting out of nursing services will be allowed in special circumstances such as caring for a medically complex student, complying with a student's IEP or 504, or accompanying students on field trips to deliver nursing care. The contracting out of nursing services will not result in the layoff of members. If there are any other extenuating circumstances not listed here where all other options have been exhausted and do not result in the layoff of members, the Superintendent or their designee may contract out nursing services.
- 18-02 When a school nurse is out and coverage is not available, a nurse may be asked to provide coverage for more than one school. If they need to travel to and cover another school because another nurse is not available, they will be compensated with a differential of \$44 per day.
- 18-03 The Director of Health Services, Principals, and Central Office Administrator Representation will meet quarterly with the school nurses to discuss issues regarding the health and safety of students and staff.
- 18-04 Nurses entering Reading Public Schools will be placed in a classification for which their training has qualified them and at the increment step which most nearly coincides with the nurse's experience and ability as determined by the Superintendent or their designee, in consultation with the Director of Health Services, according to the applicable salary scale.

- 18-05 The Parties agree to create a Joint Labor Management Committee (JLMC) to review nurse specific issues, including current contractual language, and, if necessary, make recommendations to the bargaining teams for further negotiations. The JLMC will consist of no more than four (4) members each from Administration and the Association.

## **ARTICLE XIX**

### **Part-Time Employees**

19-01 **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 member and the principal.

19-02 **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. Part-time service shall be calculated as a percentage of a full-time work week. Part-time members may have the length of their day, or their week reduced but are expected to work the same number of weeks as a full-time employee.

The member’s supervisor, Director or Principal will meet with existing part-time employees before the end of the current school year to discuss availability for the following school year. A part-time employee will be provided with a tentative schedule for the upcoming school year by August 15 of each year. New hires after the start of the school year will have their tentative schedule for the year determined at the time of their hire.

19-03 **Health Insurance**

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

19-04 **Seniority**

- A. An employee who has been reduced in force under Article XXIII 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 an employee who accepts a part-time position of less than half-time service will earn pro-rated seniority based on the assignment.
- B. 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.

19-05 **Salary**

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

19-06 **Sick Leave**

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

19-07 **Personal Leave**

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

19-08 **Funeral Leave**

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

**ARTICLE XX**  
**Department Heads**

RMHS Department Heads will have the following structures and responsibilities:

- 20-01 Department Heads may be assigned to the following departments:  
English  
Fine and Performing Arts  
World Language  
Guidance  
Health, Physical Education, and Wellness  
Mathematics/Business  
Science  
Social Studies
- 20-02 Department Heads are involved in the supervision of 9-12 staff in their departments.
- 20-03 Department Heads work with the Assistant Superintendent of Learning and Teaching for curriculum and instruction as part of PreK-12 vertical teams.
- 20-04 All Department Heads will be responsible for conducting written observations for members in their own department and provide feedback to the primary supervisor who will be the evaluator for members in that department.
- 20-05 Department Heads who supervise fourteen (14) or fewer department members will have a .6 teaching load. Any Department Head who supervises fifteen (15) or more department members will have a .4 load.
- 20-06 Responsibilities covered under the stipend include attending activities which communicate and/or enhance the department (i.e. awards nights, future freshman night, PTO meetings, SC meetings, Arena Day), middle school to high school curriculum transition work, conducting interviews, or attending after school and/or summer meetings. Any curriculum work with teachers outside the workday and work year would be compensated at the curriculum rate.
- 20-07 Department Heads who agree to teach beyond the specified case load will be compensated at their salary rate.

**ARTICLE XXI**  
**Reduction in Force**

- 21-01 If the Committee decides to reduce the number of bargaining unit positions held by members, 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.
- 21-02 If the Committee decides that reductions in staff are necessary, the Committee will attempt to meet its needs first through attrition.
- 21-03 A member with Professional Teacher Status will not be laid off if there is a member without Professional Teacher Status whose position the member with Professional Teacher Status is qualified to fill.
- 21-04 **Seniority Defined**  
A. Seniority is defined as a professional status member's total length of professional service in Reading from the first day for which compensation was received, including service credited by Reading Public Schools as a permanent substitute and any paid leave. Approved unpaid leaves of absence covered by the FMLA shall be counted toward the accrual of seniority. Leaves of absence not covered by the FMLA shall not constitute a break in service but shall not count towards accrual of seniority. In no event shall per diem substitute time count toward seniority.

- B. 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.
- C. In cases involving members with the same first day, their relative seniority shall be determined first by horizontal placement on the salary grid and second by chance.

21-05 **Seniority Areas**

- A. A member shall hold seniority in the area in which they are currently teaching or subsequently transferred, voluntarily, or involuntarily.
- B. **The seniority areas are:**
  - Pre-School
  - Elementary (K-5)
    - Classroom teachers (Grades K-5)
    - Reading Specialists
    - Library Media Specialists
  - Middle (6-8)
    - Science
    - Social Studies
    - Mathematics
    - English/Language Arts/Reading
    - Reading Specialists
  - Secondary (9-12)
    - Science
    - Social Studies
    - Mathematics
    - English
    - Business Education
    - Computer Science
    - Reading Specialist
  - Pre K-8
    - Art
    - Physical Education
  - Grades 6-12
    - Art
    - Physical Education
    - Foreign Language
    - Library Media Specialist
  - Grades K-12
    - Music
    - Occupational Therapy
    - Physical Therapy
    - Physical Education *(for those current physical education teachers who hold a K-12 Physical Education license and whose hire date is prior to July 1, 2005)*
    - Guidance/School Psychologist
    - School Nurses
    - Special Education
    - Technology Education

21-06 **RIF Selection Procedures**

- A. The Superintendent will select for RIF based on inverse seniority among members holding Professional Teacher Status pursuant to G.L. Ch. 71, Section 41, presently in force, provided that only qualified members 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.

1. The Superintendent may not select a senior member layoff based upon less satisfactory performance or the criteria listed in paragraph 1. Such selection shall be considered as a per se contract violation, notwithstanding the contrary language in paragraph 4 a. Any exception to inverse seniority under paragraph 1 shall be based on the judgment of the Superintendent as applied to the junior member 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 member in the affected area will be selected for layoff.
- B. 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.
- C. Reduction in force will be effective on the first day of any professional work year. The Superintendent shall notify a member affected by RIF in writing by May 15 of the school year preceding the school year in which the reduction is to take place.
- D. 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 member's greater seniority.
- E. 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 member's greater seniority.
  1. Use of such other criteria shall not be considered as evidence per se of a contract violation
  2. The arbitrator shall not substitute their 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.

21-07 **Recall**

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

1. A recalled member shall advance to the next step of the salary schedule upon being recalled
2. A recalled member's seniority shall include time spent on recall status
3. A recalled member will be assigned to the same position, if available, which they held at the time the layoff commenced

**ARTICLE XXII**  
**Salary & 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:

22-01 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 to the member by May 1 with an explanation of the causes for such decision.

22-02 In order to move horizontally on the salary schedule, the following shall apply:

- A. All degrees qualifying for additional compensation are to be earned from an accredited institution of higher learning.
- B. Evidence supporting earning of credits or degrees and lane change form must be presented to the Human Resources Department 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 to be effective for payment starting by the next closest pay period after October 1; or by February 1 for payment starting by the next closest pay period after February 1. Retroactive pay will not be given.
- C. Upon successful completion of any appropriate in-service program offered for graduate credit by Reading Public Schools, 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:
  1. For a member in the Bachelor's, B + 15, or B + 30 such credit may not be carried beyond Master's
  2. For a member at Master's, such credit may not be carried beyond M + 45.
- D. Upon successful completion of any of the following competencies, an additional amount of \$500 will be applied toward a member's salary. Members must submit evidence of completion (i.e. RTA competency stipend application and official transcript) to the Human Resources Department by October 1 to be eligible for payment starting by the next closest pay period after October 1, or by February 1 for payment starting by the next closest pay period after February 1. Retroactive pay will not be given. To maintain the competency stipend, a member must provide evidence to the Human Resources Director and approved by the Superintendent (30 PDPs via the relicensure process) every five (5) years that they have stayed current in their competency area. If evidence is not provided prior to their relicensure period of five (5) years, the stipend will no longer be remitted to the teacher.

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

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

1. Dual Massachusetts Department of Elementary and Secondary (or equivalent) licensure in current special education and/or the teacher's current teaching area. Teachers must have a separate current teaching area license and a separate current special education license for the grade level that they are teaching in.
2. Advanced Technology Proficiency (level to be determined by the Superintendent): Teachers who achieve this level of proficiency would have taken the equivalent of six (6) graduate level credits which focus on the integration of technology in the classroom. The coursework would need to be approved in advance by the Superintendent of Schools. Staff who achieve this level of proficiency would also be open to presenting and sharing with staff those skills at in-service days, staff meetings, and in-district workshops.
3. National Institute for School Leadership (NISL) certification.
4. National Board Certification
5. National Certified School Nurse Program (will provide staff training on health issues)
6. Behavioral Health competency which will include a series of workshops and sessions that focus on student support and behavioral health. This may include, but is not limited, to the Trauma 1-4 courses. The requirement for this competency will be determined by the Superintendent.
7. Reading Program Certification (either Orton Gillingham level 1 or above, Wilson Level 1 or above). Qualifications for this competency will be determined by the Superintendent or their designee. Teachers will receive one (1) stipend for either certification for this competency each school year.

- 22-03 Each member shall be paid through direct deposit 1/21st of their annual salary every other week on a specific and consistent day beginning with the first payday of the school year. If a payday falls on a holiday or during a weekly vacation period, payments shall be made on the last school day before such holiday or vacation period. A member may receive pay through direct deposit in 26 equal biweekly installments beginning with the first pay period in September, provided the member submits a written form so requesting to the Human Resources Department by the last workday of the prior school year. Any member electing 26 equal biweekly installments may receive their pay for July and August in a lump sum on the last teacher workday in June upon proper notification to the Human Resources Department by the last workday of the prior school year. Members will receive their direct deposit pay statement electronically.
- 22-04 The salary of any member covered by this Agreement who is employed after the start of the work year or whose employment ends prior to the last workday of the work year shall be proportional to the number of workdays actually employed compared to the full work year. For purposes of reduced compensation, a member's per diem pay will be computed at 1/185th of their annual salary.
- 22-05 A member entering Reading Public Schools will be placed in a classification for which their training has qualified them and at the increment step which most nearly coincides with their experience and ability as determined by the Superintendent or their designee, according to the applicable salary scale.
- 22-06 The Committee will publish the payroll calendar on the website by July 15.

22-07 **Longevity**

An annual payment will be made to qualifying members according to the following:

<u>Years of Service</u>	<u>Amount</u>
15 or more but under 20	\$ 500
20 or more but under 25	\$ 750
25 or more but under 30	\$ 1,000
30 or more but under 35	\$ 1,250
35 or more	\$ 1,500

Longevity will be paid in a lump sum during the first pay period in December in the year the member qualifies (i.e. 16<sup>th</sup>, 21<sup>st</sup>, 26<sup>th</sup>, 31<sup>st</sup>, 36<sup>th</sup>). Longevity payments are considered regular and routine for pension purposes.

22-08 Stipends for other positions covered by this Agreement are included in the appendices as follows:

- Appendix B-1.....Athletic Stipends
- Appendix B-2.....Advisor Stipends

22-09 All stipends for Appendix B-1 and seasonal activities in Appendix B-2 will be paid in the next payroll cycle following the end of the season, event, or assignment. School year-round activities in Appendix B-2 will be paid biweekly once the activity begins.

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

**ARTICLE XXIII**  
**Payroll Deductions**

23-01 Dues or Agency Service Fee Deductions

- A. The Committee agrees to deduct from salaries of its members' dues for the Reading Teachers Association, Massachusetts Teachers Association, and the National Education Association or any one of the above associations as said members 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.
- B. Initial member authorization will be in writing on a form prescribed by the Association and must contain the signature of the individual requesting the deduction(s).
- C. Only those names submitted to the Human Resources Department by the Association on or before October 1 will have monies be discontinued only when requested by the member in writing prior to October 1 of the school year or otherwise in conformance with law.
- D. Deductions will be made in relatively equal biweekly payments commencing with the month of November.

23-02 Notice of tax-sheltered annuity programs shall be provided with the first salary payment at the opening of the school year. An interested member shall notify the Human Resources Department in writing by October 15.



- A. Changes in deductions to a tax-sheltered annuity program may be made monthly on thirty (30) days' notice of request for change received by the Human Resources Department prior to the beginning of any calendar month.
  - B. The employer will send promptly all deductions for such tax-sheltered programs to the individual companies contracted and designated by the individual member.
  - C. The Committee agrees to match \$175.00 (one hundred seventy-five dollars) of a member's deposit into their qualified 403(b) tax-sheltered annuity account for those members whose most recent start date is after the last day of school of the 1998-99 school year only.
  - D. Deductions and payments to tax-sheltered annuities and/or other 403(b) plans will only be paid to vendors approved by the Town of Reading and in conformance with the Town of Reading's Plan documents and IRS regulations.
- 23-03 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.
- 23-04 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 XXIV**  
**Work Outside of Contractual Day**

- 24-01 A limited number of vacation employment or outside of contractual day opportunities may be supported each year. Such vacation employment may include summer teaching assignments, workshops designed to improve the instructional program in Reading, curriculum work or other approved programs. Proposals for workshops or other vacation employment opportunities may be initiated by a member, the administration, or the Committee, and are subject to approval by the Superintendent or their designee and the Committee.
- 24-02 All openings for vacation employment will be posted on the school district website for a period of not less than ten (10) school days and e-mailed to the Association President and the membership. The estimated number of workdays (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. Members applying for such positions will be given due consideration, but nothing in the Article shall prevent Reading Public Schools from hiring outside the school system for vacation employment.
- 24-03 In an attempt to accommodate the needs of members 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.
- 24-04 Members who are engaged in voluntary curriculum/professional work for compensation will be compensated at \$44.00 per hour up to a maximum of \$280.00 for a full day (7 hours).
- 24-05 **Curriculum Work:** When teachers have agreed to instruct teachers in approved workshops, they will be paid for hours of teaching at the per diem rate of their annual contract salary rate. The total payment amount must be clearly indicated in advance of a teacher accepting the assignment. All workshops must have a clear and detailed agenda and be approved by the Assistant Superintendent at least two (2) weeks prior to occurrence. The Assistant Superintendent will define all workshops, and the Assistant Superintendent's decision is only appealable to the Superintendent. The Superintendent's decision is final and not appealable.
- 24-06 **Overnight Trips:** Overnight trips are voluntary on the part of any teacher or nurse. Teachers and nurses who have been approved as an official chaperone by a building principal for a School Committee approved curriculum based field trip (i.e. Nature's Classroom, Middle School trip to Canada) that occurs during the school year and is already not receiving compensation from another funding source (i.e. travel agent), including, but not limited to airfare and hotel accommodations, will be compensated at the rate of \$50 per

night for teachers and \$100 per night for nurses who are specifically on the trip as part of a student's Individualized Education Plan or 504.

24-07 **Time Cards:** Time cards for additional work outside of the school day must adhere to the following:

- A. Work must be approved in writing in advance (Time will vary based on project) by the building principal or district administrator.
- B. Once work is completed, a member signed timecards must be submitted to administration for their signature within one (1) week of the culmination of when the work was performed.
- C. If approved timecards are not submitted in accordance with paragraph B above, the administration reserves the right not to compensate for hours worked.

24-08 The provisions of this Article shall be applicable to School Nurses.

## **ARTICLE XXV**

### **Reimbursement for Tuition & Obligatory Fees**

25-01 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 member, subject to the following limitations.

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

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

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

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

- C. Members should notify the Superintendent or their designee in advance of taking a course or at the time of enrollment in a graduate course subject to reimbursement for tuition and obligatory fees hereunder. Such notice is not for purposes of approval or disapproval of courses by the Superintendent, but to facilitate record-keeping requirements.
- D. Members requesting approval for reimbursement for tuition for undergraduate courses, North Shore Consortium Credits, Continuing Education Credits (CEU's), or other professional development courses, 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 or their designee 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 member and the needs of their students will be considered. The decision of the Superintendent shall not be subject to challenge.

- E. Requests for reimbursement for tuition and obligatory fees shall be submitted up to sixty (60) days after completion of the course and accompanied by evidence of payment, evidence of satisfactory completion of courses at an accredited institution of higher learning and a statement signed by the applicant indicating any and all rebates, discounts, scholarships or other means by which their 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 XXVI

### Duration

- 26-01 This agreement shall be in effect from September 1, 2024, to and including August 31, 2027. On and after June 1, 2026, either party may request negotiations for a successor agreement, whereupon negotiations shall commence forthwith. The parties shall endeavor to reach agreement on or before August 31, 2027, failing which the parties shall cooperate in expediting the statutory impasse procedure of mediation and fact-finding.
- 26-02 In the administration of all matters covered by this Agreement, the Committee and the Association are governed by the provisions of this Agreement and any existing or future laws and regulations and amendments thereto which may be applicable, and this shall at all times be applied in accordance with and subject to such laws and regulations. Should any provision of this Agreement be deemed to be in conflict with any such laws or regulations, it may become the subject matter of discussion by the parties hereto for the purpose of attempting to negotiate a substitute provision in compliance with the requirements of such law or regulation. If, however, any provision of this Agreement is held illegal or unenforceable by law, such provision shall be severed and shall be inoperative, and the remainder of this Agreement shall remain operative and binding on the Parties.

  
Reading Teachers Association

6/12/2024  
Date

  
Reading School Committee

6/20/2024  
Date

**APPENDIX A**  
**MEMBER SALARY SCHEDULE**

2024-2025								
2.75%	B	B15	B30	M	M30	M45	CAGS/DM	DR
1	\$56,848.49	\$57,918.12	\$58,458.59	\$61,017.06	\$62,590.16	\$63,631.02	\$64,671.88	\$68,829.14
2	\$58,987.75	\$60,098.48	\$60,644.08	\$63,430.66	\$65,029.45	\$66,099.59	\$67,169.73	\$71,382.48
3	\$61,204.07	\$62,360.00	\$62,912.80	\$65,947.01	\$67,562.24	\$68,662.17	\$69,762.11	\$74,030.35
4	\$63,504.64	\$64,710.92	\$65,266.80	\$68,556.86	\$70,192.64	\$71,324.94	\$72,457.25	\$76,776.86
5	\$65,887.41	\$67,147.13	\$67,714.31	\$71,273.57	\$72,925.79	\$74,091.48	\$75,257.18	\$79,623.03
6	\$68,363.69	\$69,676.83	\$70,245.04	\$74,090.97	\$75,766.82	\$76,965.40	\$78,163.98	\$82,583.26
7	\$70,933.46	\$72,305.18	\$72,871.33	\$77,030.65	\$78,716.78	\$79,949.26	\$81,181.75	\$85,640.07
8	\$73,598.80	\$75,030.11	\$75,601.40	\$80,080.27	\$81,784.89	\$83,050.77	\$84,316.65	\$88,820.18
9	\$76,367.91	\$77,851.62	\$78,429.08	\$83,250.11	\$84,968.09	\$86,270.44	\$87,572.80	\$92,118.46
10	\$79,231.55	\$80,783.08	\$81,362.59	\$86,549.41	\$88,277.66	\$89,615.98	\$90,954.30	\$95,533.87
11	\$82,214.39	\$83,826.53	\$84,408.10	\$89,979.20	\$91,713.62	\$93,091.50	\$94,469.38	\$99,078.74
12	\$85,303.05	\$86,985.07	\$87,568.69	\$93,542.57	\$95,289.32	\$96,703.16	\$98,117.00	\$102,748.97
13	\$88,509.88	\$90,260.74	\$90,841.28	\$97,246.71	\$98,997.57	\$100,450.97	\$101,904.37	\$106,566.14

2025-2026								
3.25%	B	B15	B30	M	M30	M45	CAGS/DM	DR
1	\$58,696.07	\$59,800.46	\$60,358.49	\$63,000.11	\$64,624.34	\$65,699.03	\$66,773.71	\$71,066.09
2	\$60,904.85	\$62,051.68	\$62,615.01	\$65,492.15	\$67,142.90	\$68,247.83	\$69,352.75	\$73,702.41
3	\$63,193.20	\$64,386.70	\$64,957.46	\$68,090.28	\$69,758.01	\$70,893.69	\$72,029.38	\$76,436.33
4	\$65,568.54	\$66,814.03	\$67,387.97	\$70,784.95	\$72,473.90	\$73,643.00	\$74,812.11	\$79,272.10
5	\$68,028.75	\$69,329.41	\$69,915.02	\$73,589.96	\$75,295.87	\$76,499.46	\$77,703.04	\$82,210.78
6	\$70,585.50	\$71,941.33	\$72,528.00	\$76,498.93	\$78,229.24	\$79,466.78	\$80,704.31	\$85,267.21
7	\$73,238.80	\$74,655.09	\$75,239.65	\$79,534.14	\$81,275.07	\$82,547.61	\$83,820.15	\$88,423.37
8	\$75,990.76	\$77,468.58	\$78,058.44	\$82,682.88	\$84,442.90	\$85,749.92	\$87,056.94	\$91,706.84
9	\$78,849.87	\$80,381.80	\$80,978.02	\$85,955.73	\$87,729.55	\$89,074.23	\$90,418.91	\$95,112.31
10	\$81,806.58	\$83,408.53	\$84,006.87	\$89,362.26	\$91,146.69	\$92,528.50	\$93,910.31	\$98,638.72
11	\$84,886.35	\$86,550.89	\$87,151.36	\$92,903.53	\$94,694.32	\$96,116.97	\$97,539.63	\$102,298.80
12	\$88,075.40	\$89,812.08	\$90,414.67	\$96,582.71	\$98,386.23	\$99,846.02	\$101,305.81	\$106,088.31
13	\$91,386.45	\$93,194.21	\$93,793.62	\$100,407.23	\$102,214.99	\$103,715.63	\$105,216.26	\$110,029.53

2026-2027								
4.00%	B	B15	B30	M	M30	M45	CAGS/DM	DR
1	\$61,043.91	\$62,192.48	\$62,772.83	\$65,520.12	\$67,209.32	\$68,326.99	\$69,444.66	\$73,908.73
2	\$63,341.04	\$64,533.74	\$65,119.61	\$68,111.84	\$69,828.62	\$70,977.74	\$72,126.86	\$76,650.51
3	\$65,720.92	\$66,962.17	\$67,555.76	\$70,813.89	\$72,548.33	\$73,729.44	\$74,910.56	\$79,493.79
4	\$68,191.28	\$69,486.59	\$70,083.49	\$73,616.35	\$75,372.85	\$76,588.72	\$77,804.59	\$82,442.99
5	\$70,749.90	\$72,102.58	\$72,711.62	\$76,533.55	\$78,307.71	\$79,559.44	\$80,811.16	\$85,499.21
6	\$73,408.92	\$74,818.98	\$75,429.12	\$79,558.88	\$81,358.41	\$82,645.45	\$83,932.48	\$88,677.90
7	\$76,168.35	\$77,641.30	\$78,249.23	\$82,715.51	\$84,526.07	\$85,849.52	\$87,172.96	\$91,960.31
8	\$79,030.39	\$80,567.33	\$81,180.78	\$85,990.19	\$87,820.61	\$89,179.92	\$90,539.22	\$95,375.11
9	\$82,003.86	\$83,597.07	\$84,217.14	\$89,393.96	\$91,238.73	\$92,637.20	\$94,035.67	\$98,916.80
10	\$85,078.84	\$86,744.87	\$87,367.15	\$92,936.75	\$94,792.55	\$96,229.64	\$97,666.73	\$102,584.27
11	\$88,281.81	\$90,012.93	\$90,637.42	\$96,619.67	\$98,482.09	\$99,961.65	\$101,441.22	\$106,390.75
12	\$91,598.42	\$93,404.57	\$94,031.26	\$100,446.01	\$102,321.67	\$103,839.86	\$105,358.04	\$110,331.85
13	\$95,041.91	\$96,921.98	\$97,545.36	\$104,423.52	\$106,303.59	\$107,864.25	\$109,424.91	\$114,430.72

**APPENDIX B  
STIPENDS**

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

**APPENDIX B-1  
Athletic Stipends**

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

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. (Article IX, 9-07:G)

SPORT	RATE	SPORT	RATE	SPORT	RATE	SPORT	RATE
<b>Baseball/Softball</b>		<b>Dance Team</b>		<b>Gymnastics</b>		<b>Swimming</b>	
Head Coach	A		C	Head Coach	A	Head Coach	A
Asst. Coach	B	<b>Equipment Manager</b>		Asst. Coach	B	Asst. Coach	B
Freshman Coach	C	Full Year					
			A	<b>Hockey</b>		<b>Tennis</b>	
<b>Basketball</b>		<b>Field Hockey</b>		Head Coach	A	Head Coach	A
Head Coach	A	Head Coach	A	Asst. Coach	B	Asst. Coach	B
Asst. Coach	B	Asst. Coach	B	<b>Lacrosse</b>		<b>Volleyball</b>	
Freshman Coach	C	Freshman Coach	C	Head Coach	A	Head Coach	A
<b>Cheerleaders</b>		<b>Fitness Center Monitor</b>		Asst. Coach	B	Asst. Coach	B
Head Coach	B	Intramural hourly rate		Freshman Coach	C	Freshman Coach	C
Asst. Coach	C	<b>Football</b>		<b>Soccer</b>		<b>Winter Track</b>	
<b>Color Guard</b>		Head Coach	D	Head Coach	A	Head Coach	A
Fall	E	Asst. Coach	A	Asst. Coach	B	Asst. Coach	B
Winter	E	Freshman Coach	B	Freshman Coach	C		
<b>Cross Country</b>		<b>Golf</b>		<b>Spring Track</b>		<b>Wrestling</b>	
Head Coach	A	Head Coach		Head Coach	A	Head Coach	A
Asst. Coach	B		B	Asst. Coach	B	Asst. Coach	B
Freshman Coach	C			Freshman Asst. Coach	C		

2024-2025					
2.75%	A	B	C	D	E
1	\$4,638	\$3,400	\$2,792	\$8,660	\$1,545
2	\$5,451	\$4,000	\$3,271	\$10,176	\$1,815
3	\$6,257	\$4,588	\$3,763	\$11,685	\$2,077
4	\$7,061	\$5,189	\$4,320	\$13,191	\$2,342
5	\$7,873	\$5,780	\$4,730	\$14,695	\$2,610
6	\$8,672	\$6,360	\$5,209	\$16,192	\$2,870

2025-2026					
3.25%	A	B	C	D	E
1	\$4,789	\$3,510	\$2,882	\$8,941	\$1,596
2	\$5,628	\$4,130	\$3,377	\$10,507	\$1,874
3	\$6,461	\$4,737	\$3,885	\$12,064	\$2,144
4	\$7,290	\$5,358	\$4,460	\$13,620	\$2,418
5	\$8,129	\$5,968	\$4,883	\$15,173	\$2,695
6	\$8,954	\$6,567	\$5,379	\$16,719	\$2,963

2026-2027					
4.00%	A	B	C	D	E
1	\$4,980	\$3,651	\$2,998	\$9,299	\$1,659
2	\$5,853	\$4,295	\$3,512	\$10,927	\$1,948
3	\$6,719	\$4,926	\$4,040	\$12,547	\$2,230
4	\$7,582	\$5,572	\$4,638	\$14,165	\$2,514
5	\$8,454	\$6,206	\$5,079	\$15,780	\$2,802
6	\$9,312	\$6,830	\$5,594	\$17,387	\$3,082

**APPENDIX B-2**  
**Advisor Stipends**

Contract Year	Percent Increase	Category											
		AA	A	B	C	D	E	F	G	H	I	J	K
2024-2025	2.75%	\$9,802	\$7,814	\$6,838	\$5,209	\$3,908	\$3,256	\$2,606	\$1,953	\$1,628	\$1,303	\$1,042	\$650
2025-2026	3.25%	\$10,121	\$8,068	\$7,060	\$5,379	\$4,035	\$3,362	\$2,690	\$2,017	\$1,680	\$1,345	\$1,076	\$672
2026-2027	4.00%	\$10,526	\$8,391	\$7,343	\$5,594	\$4,196	\$3,496	\$2,798	\$2,097	\$1,748	\$1,399	\$1,119	\$698

Level/Position	Category
<b>High School</b>	
A World of Difference	H
Advisory Coordinator	I
Assistant Band Director	G
Assistant Director/Producer (per production)	H
Chemical Health Advisor	G
Choreographer (Per Production)	F
Chorus Leader (Per Group)	G
College Board Testing Coordinator	C
DECA Club	G
Department Heads	AA
Director/Producer (Musical per Production)*	B
Director/Producer (Non-Musical per Production)*	C
Drama	C
Environmental Club (Formerly Vernal Pool)	H
Extracurricular Music	B
Freshman Class	J
GSA Club	I
Guidance	J
Jazz Band	F
Junior Class	H
Math Club	F
Mock Trial (Formerly Debate Team)	H
Model UN (Formerly History Club)	H
Music Coordinator (per production)*	C
National History Day	G
National Honor Society	F
Orbit	H
Scholarship Committee	I
Science Club	F
Senior Class	F
Set Coordinator (Per Production)	F
Sophomore Class	J
Student Council	E
The New Currency	F
Treasurer	D
Yearbook	D
Young Engineers	F

Level/Position	Category
<b>Middle School</b>	
A World of Difference	H
Choreographer (Per Production)	F
Chorus Leader	G
Director/Producer (Musical per production)*	C
Director/Producer (Non-Musical per production)*	D
GSA Club	I
Jazz Band	G
Math Club	G
Morning News	G
Music Coordinator (per Production)	E
Science Club	G
Science Olympiad	G
Set Coordinator (Per Production)	F
Student Council	H
Team Leaders	H
Yearbook	H

<b>Elementary School</b>	
Chorus Leaders	J
School Leadership Team Member	J
Student Council	H

<b>District</b>	
Curriculum Leader	I
Library Coordinator	D
Teacher Mentor	H
Technology Specialist	B

### Advisor Stipends (Continued)

Employees in the stipend positions set forth in Appendix B-2 shall serve for one school year term only. The employee may apply for reappointment, however, each school year. Applications for appointment to these positions must be made in writing by April 1 and each year thereafter by April 1.

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

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

As such, effective July 1, 2024, a JLMC will be established to audit stipended clubs at each school, establish criteria for determining the active status of clubs and stipend activities that currently exist or not in Appendix B-2 of this agreement.

All clubs are subject to approval by the Superintendent or designee. In the event a student group currently supported by a stipend position is no longer functioning due to a lack of student and/or staff interest, the parties agree that the unused stipend may be assigned to a new student group, or groups identified by the Superintendent, principal, and association leadership at the school affected, at a rate mutually agreed by said group. In such circumstances, the new student group will be considered a pilot group under the collective bargaining agreement for the duration of the school year. At the end of each school year, the Superintendent, principal, and association leadership shall convene to negotiate an MOA incorporating all new pilot groups expected to continue in the following year into the collective bargaining agreement at negotiated stipend rates. A list of non-functioning groups and new pilot groups with stipend information will be determined by a collaborative effort between Administration and the Association and provided to the membership on an annual basis.