

# **MASTER CONTRACT**

**between the**

**WATERTOWN SCHOOL DISTRICT**

**and the**

**WATERTOWN EDUCATION ASSOCIATION**

**2011-2012**

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## **Preamble**

The Board hereby recognizes the Watertown Education Association as the sole and exclusive representative of all certified teachers, counselors, librarians, speech pathologists, teacher assistants, and psychologists and degreed non-certified staff including nurses, social workers, and occupational therapists in the Watertown School District. Such recognition shall be continuous from year to year unless challenged.

This contract is entered into May, 2011 by and between the Watertown Education Association, hereinafter called the "Association" and the School Board of the Watertown School District of Watertown, South Dakota, hereinafter called the "Board" and its successor boards.

The Board has a statutory obligation pursuant to SDCL 3-18 to negotiate with the Association as the sole and exclusive representative of its certified personnel. Administrators are not covered under the provisions of the Master Contract. The parties, having reached certain understanding, which they desire to confirm in this contract, agree on the following:

## Article 1: Professional Growth Cycle

The Professional Growth Rubric is designed for certified employees who are in good standing with the district. It has been developed to help district employees and administrators understand the components of effective professional practice and our district's high expectations.

The Professional Growth Cycle for continuing contract certified employees in good standing follows a four year cycle.

- A. Year One, Full Rubric - The employee will receive ten to twelve walk-through visits from their administrator. Reflection questions will be asked by the evaluator, along with documented responses from the employee. Observations and conversations will center around all strands of the Professional Growth Rubric. A summative conference will be held at the end of this year to complete the Professional Growth Summary Page. This page will be placed in the employee's personnel file.
- B. Year Two, Goal Setting - Working collaboratively with the principal, the employee will set an individual goal to grow in one or more of the component areas of the Professional Growth Rubric using the Goal Setting Planning Sheet. A summative conference will be held at the end of this year to complete the Goal Setting Summary Sheet. This page will be placed in the employee's personnel file.
- C. Year Three, Partial Rubric - The certified employee will choose two of the rubric categories to have the administrator review during the five to seven walk-through visits. Reflection questions will be asked by the administrator, with documented responses from the employee. Observations and conversations will center around those specific strands of the Professional Growth Rubric. A summative conference will be held at the end of this year to complete the Professional Growth Summary Page. This page will be placed in the employee's personnel file.
- D. Year Four, Goal Setting - Year Four is the same as Year Two.

Employees will enter the Professional Growth Cycle at different points of the year in order to distribute the staff as equally as possible within the four year cycle. Each year of the cycle will encompass thirteen months. Employees may agree to be moved to a different year as necessary in order to balance employees across the cycle.

Certified employees who have previous educational experience will complete Year One of the full Professional Growth Rubric. Through collaboration with their building principal, employees' placement will be determined for the second and third years in the district.

Certified employees who are new to the profession will use the entire rubric for the first year, components A-D of the rubric for their second year, and components D-G of the rubric for their third year. Once they have completed their third year in the district and are in good standing, they will move to goal setting.

If any certified employee is no longer in good standing with the district, a Professional Improvement Plan (PIP) will be put in place. The employee will stay on the PIP until the problem is remediated. Once remediation occurs, the employee will return to the Professional Growth Cycle. If the problem is not remediated, termination will

occur.

All documents, forms, and procedures within the Professional Growth Cycle will be reviewed annually upon request. Any recommended changes are subject to approval from WEA membership and the School Board.

The Professional Growth Committee will consist of the following: two members of the School Board, the Superintendent or designee, two administrators selected by the District, and four employees selected by the Watertown Education Association. Variations to this structure may be mutually agreed upon by the Superintendent and the WEA President.

## **Article II: EVALUATION**

State law requires that all continuing contract employees have their evaluation or notification of return or termination completed by March 1<sup>st</sup> of each year. Non-tenured certified employees need their evaluation or notification of renewal or non-renewal completed by April 15<sup>th</sup> of each year. Each employee will receive a summative evaluation form from his or her principal/director by these dates indicating the district's intent to offer employment for the following year. This will be completed separately from the professional growth rubric or goal setting conference. This notification will go in the employee's personnel file.

The Superintendent will designate one administrator as the primary evaluator for any employee with duties in more than one building; other administrators will submit support data to the primary evaluator as necessary.

### **EXTRACURRICULAR/CO-CURRICULAR**

The Superintendent or designee will evaluate head and assistant coaches by May 1, using the Watertown Head Coach Evaluation sheet and the Watertown Assistant Coach Evaluation sheet.

### **RECORD KEEPING**

Evaluation records on all employees covered under this contract shall be kept in the district's central office. Copies of evaluation records will be kept in the building where the employee is evaluated and will be available to the employee, superintendent or other designated administrative personnel.

Each employee shall have the right, upon request, to review the contents of his/her personnel file. If the employee so requests, a representative from the Association may accompany the employee in this review. A representative of the superintendent shall be present at such review.

A written record shall be maintained in the file of the persons having access to the file and the hours and day of such examination.

No material derogatory to the employee's conduct, service, character or personality shall be placed in the employee's file unless the employee has had the opportunity to read the material. The material shall be signed by the employee or the presentation thereof should be witnessed by a third party indicating that he/she has read it.

If the employee takes exception to any statement in the file, he/she may prepare a demurral statement. Such demurral must be received in the Superintendent's Office not later than ten working days after the employee has become aware of the presence of a document to which the employee objects. The assistant superintendent shall review the demurral and attach it to the appropriate file document. The evaluator shall be informed of the demurral. The employee shall have the right, upon request, to receive a copy of any document or other material in the file.

**Watertown School District 14-4  
Summative Evaluation Form**

\_\_\_\_\_ Contract renewal is recommended. Employee will continue in good standing on the Professional Growth Cycle.

\_\_\_\_\_ Contract renewal is not recommended.

\_\_\_\_\_ Contract renewal is recommended with a Professional Improvement Plan.

\_\_\_\_\_  
Date

\_\_\_\_\_  
Evaluatee Signature

\_\_\_\_\_  
Evaluator Signature

To be completed by:  
March 1<sup>st</sup> for continuing contract employee  
April 15<sup>th</sup> for non-continuing contract employee

### **Article III: Professional Improvement Plan**

The Professional Improvement Plan (PIP) is designed to provide support through communication, discussion and collaboration in the areas of significant concern. The Administrator and employee will jointly determine the strategies to be taken to overcome the deficiencies, but it is agreed that the primary responsibility for correction of the deficiencies remains with the employee. The administrator and employee will agree on a mutual timeline to improve any noted deficiencies.

#### **The purpose of a PIP is to:**

- improve employee performance
- provide targeted, intensive assistance process
- provide additional support
- provide due process for possible disciplinary action
- provide information to determine continuing contract recommendations

#### **Referral to PIP**

1. The administrator may recommend an employee for the PIP component when the concerns are such that an intensive intervention process is necessary.
2. The administrator, via written report to the superintendent or designee, will initiate the recommendation. A copy of the report will also be provided to the employee. The recommendation will include:
  - A description of the concerns as they relate to the employee's proficiency in demonstrating the target strands.
  - An explanation of how the employee is expected to benefit from the PIP
  - Documentation of previous efforts made by administrator and/or employee to improve performance.
3. If the employee recognizes that there are deficiencies in performance and exhibits a willingness to address the concerns, the PIP component will commence.
4. If the employee refuses to recognize deficiencies and/or rejects the recommendation for a PIP, the District will take appropriate action with regard to due process.



## PROFESSIONAL IMPROVEMENT PLAN EVALUATION WORKSHEET

Name \_\_\_\_\_ Building \_\_\_\_\_ Grade/Subject \_\_\_\_\_

Areas Needing Improvement	Action Steps (Provide detailed description)	Timeline for Completion		Evidence	
PIP satisfied?	<input type="checkbox"/> Yes <input type="checkbox"/> No (If no, recommendations must be specified in the Administrator's Comments below.)				

**Employee's Comments:**

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**Administrator's Comments:**

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\_\_\_\_\_  
**Employee's Signature**                      **Date**

\_\_\_\_\_  
**Administrator's Signature**                      **Date**

#### **IV: INSTRUCTIONAL LOAD**

Classroom teachers at the high school shall be required to teach no more than 270 minutes per day and have 90 minutes for instructional planning. A teacher may agree to take additional minutes when the principal has a need for flexible scheduling.

Classroom teachers of the middle school will teach 6 of 8 periods with one additional period used for team meetings and one additional period used for individual planning or conferencing.

Classroom teachers of elementary school will have variable teaching schedules dependent upon individual scheduling within buildings and other instructional support services (art, music, physical education, etc.). See below:

1. Each classroom teacher in grades kindergarten through six will have seventy-five minutes of daily planning time during student contact time.
2. Special Education teachers will have 60 minutes of planning time each day. The Director of Special Education will also provide additional planning time with the use of substitutes or support staff as needed.
3. Elementary health and fitness teachers, art teachers, and music teachers will have an approximate average of 60 minutes of planning per day during student contact time. They will also utilize the early dismissal days as non-student contact time.
4. Teacher Assistants will have 30 minutes of daily planning time during student contact time.
5. Reading teachers will have 45 minutes of daily planning time during student contact time.
6. On planned early dismissal days, classroom teachers will not have art, music, SuccessMaker, library or PE/Health. Those specialty areas will have planning time during that time.
7. The Elementary Preparation Time Committee will meet as needed to gather input, evaluate results, and make recommendations.

Speech pathologists, counselors, psychologist, nurses, librarians, occupational therapists and social workers will work with their supervisors regarding their non-student contact time during the day.

All employees covered under this contract shall have a 35 minute uninterrupted duty-free lunch period each day unless they offer to help with the lunch programs in the schools.

Part-time teacher shall have teaching and planning times pro-rated based upon the percentage of F.T.E. in the individual contract.

## **V: OTHER DUTIES**

The scope of a regular classroom teaching position in the Watertown Public Schools is defined as follows:

- A. An assignment of a normal classroom load as referenced in Article IV: Instructional Load.
- B. Sponsorship of co-curricular activities not listed on the extra duty pay schedule (i.e. a club, a class advisorship, and/or sponsorship of other class related student activities) if assigned.
- C. Homeroom advisorship.
- D. Participation in ticket selling, chaperonage, hall duty, and other sponsorship positions at school functions.
- E. Active and constructive participation in professional organizations and activities such as faculty meetings, curriculum-building programs and parent-teacher organizations.
- F. Part-time teachers' other duties shall be pro-rated to be equivalent to the percentage of F.T.E. in the individual contract.

## **VI: TEMPORARY LEAVES OF ABSENCE SICK LEAVE**

- A. Employees covered under this contract will be eligible for ten days sick leave with full pay during any one regular contract term.
- B. Unused sick leave shall be accumulated at the rate of ten days per contract term.
- C. Any employee covered under this contract who is unable because of illness to resume duties at the beginning of a contract term, may, upon written request, accompanied by a medical doctor's certificate, apply for and receive accumulated sick leave credit against said absence. The ten days sick leave for the subsequent contract term shall not be credited to the employee until duties are resumed.
- D. Any employee with an extra duty assignment is expected to complete the full responsibilities of the assignment. If an employee who is receiving compensation for an extra duty assignment misses ten days of practice/coaching/extra duty responsibilities, the employee will be placed on leave without pay for the extra duty position. The employee will be compensated from the start of the extra duty activity to the date of the leave. If the individual is able to return to the extra duty assignment during the course of a school year or activity season, the employee may do so and compensation for the extra duty assignment will resume for the remainder of the assignment. A replacement will be hired, if possible, for the period of the absences of the employee on leave at the same rate of pay within the applicable range as determined by the Superintendent.
- E. In case of illness of any employee the School Board reserves the right to ask the employee to furnish satisfactory evidence in the form of medical doctor's statement indicating the nature of the illness and at the advisability of returning to work. Lack of satisfactory evidence being furnished will be deemed a forfeiture of any benefits accruing herein and a complete forfeiture of salary during absence from work.
- F. Any employee may be granted all benefits accruing under the sick leave policy

for absences due to pregnancy or related disabilities. Application for such benefits shall be accompanied by a statement from the employee's medical doctor stating that a disability exists and its probable duration.

- G. Sick leave may be used for family illness. Family shall be defined as spouse, child, parent, parent-in-law or sibling. Five days per year of family illness may be used for a grandchild that is hospitalized for a medical reason other than birth. However, this provision does not apply to before and after birth situations that do not involve sickness/illness of a family member covered by this provision.

The District participates in the Federal Family and Medical Leave Act of 1993 (FMLA) in which employers are required to provide up to 12 weeks of unpaid, job-protected leave to eligible employees for certain family and medical reason. Employees are eligible if they have worked for the District for at least one year and for a minimum of 1, 250 hours over the previous 12 months.

The FMLA covers absences for the following reasons: birth of a child or placement of a child with you for adoption or foster care, a serious health condition that makes the employee unable to perform the essential functions of his/her job, or a serious health condition affecting the employee's spouse, child or parent for which the employee is needed to provide care.

Employees must provide thirty (30) days advance notice when the use of FMLA is foreseeable. Additional information and requirements related to the FMLA may be obtained by contacting the Business Office.

### **PERSONAL LEAVE**

Employees covered under this contract shall be allowed absence of up to two days per school year for personal or business reasons. Personal leave may be granted during the first 10 days or final four weeks of the school year or to extend a vacation or holiday for unusual purposes only: employees requesting such leave must declare the reason for which the leave will be requested. Unused personal leave shall accumulate to three (3) days. A person requiring such leave shall present a request to the building principal in sufficient time to allow a satisfactory replacement.

### **BEREAVEMENT**

Employees covered under this contract shall be allowed five days per occurrence for the death of a family member: parent, step-parent, child, step-child, wife, husband, brother, sister, parent-in-law, brother-in-law, sister-in-law, daughter-in-law, son-in-law, grandchild, grandparents, or any member of the employee's household. Up to two days per contract year shall be allowed to attend funerals of close friends or relatives not covered by the above language.

### **MILITARY LEAVE**

Employees covered under this contract who are drafted or are called into active duty into the defense forces of the United States for service or training shall be granted military leave. The employee shall be reinstated to the position formerly held or one of comparable status in this school system with full credit including the annual increment or increments under the salary schedule, upon written request supported by competent proof that applicant is fully qualified to perform the duties of said position.

Employees enlisted in the National Guard and/or Reserved Armed Forces shall be granted two weeks of leave for the purpose of annual training when said training occurs during the school term. The employee shall select one or more of the following options regarding salary during the leave for annual training:

1. Receive District employment salary and forfeit military pay to the District for the period of the absence.
2. Receive regular military pay for the period of absence and forfeit District employment salary for the period of absence.
3. Request the use of unused personal leave.

### **OTHER LEAVES**

Absences for reasons other than those defined shall be considered a special case, and in general subject to a deduction of one day of pay based on the actual number of working days as adopted annually in the school calendar. These leaves must be approved by the superintendent. An employee covered under this contract who finds it necessary to extend time for purposes of bereavement, family illness or personal leave, may take one additional day per year at one half pay as defined above. One half day shall be charged against accumulated sick leave. Absences beyond one day will be subject to a deduction as defined above.

### **PARENTAL/ADOPTION LEAVE**

Employees covered under this contract are entitled to leave consistent with the provisions of the Federal Family Medical Leave Act due to the birth of a child or the adoption of a child of preschool age. Contingent on the employee having sufficient accumulated sick leave, a maximum of 30 continuous days will be considered paid leave. However, in the calculation of the said 30 days, Saturdays and Sundays will be excluded; all other days, specifically including days when school may not be in session, shall be counted toward the 30 continuous day limit. Additionally, the adoption of a school-aged child shall entitle the employee to five continuous days of paid leave, as defined above. The continuous day count will commence on the first day of the birth or placement of a child in the employee's care. If both parents are employed by the District, each employee will be allowed 30 days per contractual year with both leaves commencing upon the birth or adoption of a child.

### **PROFESSIONAL LEAVE**

The School Board encourages employees to participate in meetings or activities of local, state, and national organizations related to the assigned teaching area and/or employment with the District. When attendance has been approved in advance, the Board may assist the employee by reimbursing expenses incurred while attending, and by providing needed substitutes. It must be recognized there is a limit to the number of employees that the Board will be able to assist in each school year. Expense reimbursement shall be authorized by the building principal or supervisor in accordance with available budget allocations.

Employees wishing to attend a meeting of an organization as listed above may apply by filling out a form, PROFESSIONAL LEAVE, and submitting it to their supervisor prior to the date of absence.

Upon return from such a meeting, the employee shall make a report of activities to the

supervisor. The type of report shall be determined by that supervisor. The employee shall report to the supervisor a plan for implementation of ideas and concepts learned for his/her classroom, or report that the ideas and concepts are not applicable, when such leave is a staff development opportunity.

#### **JURY DUTY**

Employees covered under this contract who are called for jury duty or subpoenaed as a witness and serve in that capacity shall not be financially penalized. However, any money earned by employees while acting in this capacity shall be remitted to the School Board to help compensate it for the salary that the employee shall draw while serving on jury duty.

#### **INJURY ON DUTY**

Employees covered under this contract who are injured while on duty has the opportunity of utilizing any or all accumulated sick leave to the extent that total salary payments and Worker's Compensation do not exceed regular salary payments.

### **ARTICLE VII: EXTENDED LEAVES OF ABSENCE**

#### **PERSONAL LEAVE OF ABSENCE**

Employees covered under this contract who have completed three continuous years of service to the District may be granted a leave of absence without compensation for personal reasons, for a period of one year provided it does not in any way injure the program of the school. The superintendent reserves the right to limit the number of participants. Unless there are extenuating circumstances, application for an extended leave of absence shall be made on or before March 1 of the school year preceding the year of requested leave.

Adjustments increasing salary are not allowed for such leaves. The conditions under which a person may return from a leave of absence shall be determined by the School Board upon the recommendation of the superintendent at the time of approval of request for leave. Employees should notify the district of their intent to return on or before March 1 of the school year preceding the year of return. Failure to notify the superintendent will result in termination.

#### **SABBATICAL LEAVE**

The School Board, upon recommendation of the Professional Growth Committee, may grant a sabbatical leave to personnel certified by the Department of Education hereinafter called "teacher" for the purpose of study toward attaining a higher degree in the area in which the teacher is employed. The following conditions shall apply:

- a. A teacher applying for such leave shall have completed seven years of service in the School District.
- b. The applicant, if accepted, will receive one-half (1/2) of the salary based on the teacher's position on the salary schedule at the beginning of the next teaching year. A teacher on sabbatical leave shall receive the scheduled increment, the same as the teacher would have received if the teacher had occupied the regular assignment. The teacher shall also retain all sick leave and personal leave accrued prior to the absence.
- c. A teacher on sabbatical leave may continue with the group health insurance program during the leave. District contribution will continue in accordance with

current language. Additional premiums, if any, shall be paid by the teacher in accordance with arrangements made with the Business office. The teacher shall sign a note for the amount of premium to be paid by the District and collectable unless the terms of paragraph "f" are met.

- d. If applying for sabbatical leave, the teacher shall fully outline the program of study to be undertaken. Failure to complete the approved program shall constitute a forfeiture of any rights granted under this policy. Applications must be submitted on or before March 1.
- e. The number of leaves granted by the District shall be up to, but not exceeding, three per year.
- f. A teacher receiving sabbatical leave shall agree to return to the service of the School Board for a period of three years. Failure to complete said term of service shall result in the repayment of salary and benefits accrued during the sabbatical leave. The teacher shall sign a note for the amount of salary and benefits accrued during the sabbatical leave to be paid by the teacher and collectable unless said teacher completes the three years of service; however, in the event of death or disability, this note will be forgiven.
- g. The teacher, upon return from sabbatical leave, shall be restored his/her former position.
- h. Candidates for sabbatical will be evaluated and selected by a committee consisting of the following: two members of the School Board, two administrators selected by the School Board and two teachers selected by the Watertown Education Association.

#### **ARTICLE VIII: EMPLOYEES COVERED UNDER THIS CONTRACT TRANSFER PROCEDURES**

Employees covered under this contract may be transferred within the District at the request of the employee and/or at the discretion of the superintendent. Employees can only be considered for transfer in like positions (teacher assistant to teacher assistant; teacher to teacher; etc.)

Employees requesting transfers to other positions in the same building or another building should notify the building principal and must submit a letter to the superintendent requesting the change of teaching assignment. The letter should also include the reasons for the requested change.

#### **ARTICLE IX: INSTRUCTIONAL STAFF VACANCIES**

- A. A notice of vacancies which occur on the instructional staff shall be posted in the principal's office of each building and on the district's website.
- B. Teachers qualified for such vacancies and interested in applying for said position shall do so within five (5) days of the date notice was posted.
- C. Notification of vacancies shall be given within ten (10) days from the date the Board is officially notified that a vacancy will occur.
- B. This language shall not apply to any vacancy occurring during the school term

unless forty-five (45) days notice has been given to the superintendent.

## **ARTICLE X: EXCHANGE TEACHING, FOUNDATION FELLOWSHIPS AND SCHOLARSHIPS**

1. The School Board, upon the recommendation of the superintendent, may grant a leave of absence of not more than one year for exchange teaching, or in order for the individual to take advantage of being awarded a Foundation Fellowship or a special scholarship.
  - a. In such cases the applicant shall submit and have approved in advance by the superintendent, a plan for such a leave which will show the benefit to both the applicant and the school system. A final report shall be filed with the superintendent upon return from such leaves of absence.
  - b. The number of persons on the leave described above shall be limited to not more than two of the entire teaching personnel in any one year.
  - c. For the most part such leaves as described above shall be granted without pay, the only exception being the possibility of an exchange teacher under the auspices of U.S. Department of Education in which case the situation shall be dealt with as an individual matter between the School Board and the teacher so concerned.
  - d. An employee who has been granted a leave under this section shall agree to return to the service of the School Board for a period of at least two years if asked.
  - e. An employee, upon return from a leave of absence as outlined in this section, shall be assigned to the position formerly held, or to a position of comparable status.

## **ARTICLE XI: MEETINGS - WATERTOWN EDUCATION ASSOCIATION**

- A. General membership meetings of the Watertown Education Association may be scheduled for 4:00 pm.
- B. Employees covered under this contract in buildings other than the building where the general membership meetings are scheduled may leave their buildings to attend the meeting at 3:45 pm.
- C. WEA meetings within individual buildings may be scheduled before or after student contact time with the approval of the building administrator.

## **ARTICLE XII: PRESIDENT - WATERTOWN EDUCATION ASSOCIATION**

The President of the Watertown Education Association or designee shall each year be entitled to up to thirteen (13) days absence for duties related to the Association. Absences for such duty as may be required of the President or designee in executing the duties of the office shall be arranged with the building principal, allowing sufficient time to secure a substitute for such absence.

Should an employee covered under this contract be elected President of the South Dakota Education Association, said employee will be granted an extension of the leave to a period not to exceed three years or six years if elected to a second term.



### **ARTICLE XIII: PAYROLL DEDUCTION OF PROFESSIONAL DUES**

The School Board authorizes certified members of the bargaining unit to request their annual dues to National Education Association, South Dakota Education Association and Watertown Education Association be withheld from their salaries by payroll deduction in accordance with the following procedures:

1. The Treasurer of the Watertown Education Association shall present to the Business Office a written authorization from each bargaining unit member who wishes to pay professional dues by payroll deduction. The authorization form will allow the Watertown Education Association to modify the amounts to be deducted. The authorization form will remain on file in the Business Office.
2. The authorization to deduct said dues shall remain in effect from year to year unless the employee provides written notification to the Treasurer of the Watertown Education Association no later than the Monday prior to the second Tuesday in September that the authorization is revoked. A copy of the form revoking the deduction authorization shall be provided to the Business Office.
3. By the second Tuesday in September of each year, the Treasurer of the Watertown Education Association shall present to the Business Office a list of Watertown Education Association Members who authorize the payroll deduction of their dues and the total amount of dues to be deducted. The amount will be divided equally by the employee's payroll election of 10 or 12 months.
4. By the 15<sup>th</sup> of the month following deduction, the Business Office shall remit to the Treasurer of the Watertown Education Association the amount withheld during the previous pay period for the payment of professional dues.
5. If an employee resigns or is terminated prior to September 1, the Business Office shall deduct the unpaid portion of the annual dues from the employee's final paycheck.
6. It shall be the responsibility of the Watertown Education Association to furnish new members of the bargaining unit with the necessary forms to authorize the payroll deduction. Said forms must be approved by the Business Office prior to issuance to employees.

### **ARTICLE XIV: CONDITIONS GOVERNING ELIGIBILITY FOR SALARY INCREMENT**

Teachers applying for salary advancement for B.A.+16, B.A.+38, M.A., M.A. + 16, or M.A. + 32 must meet the following requirements:

1. Proof of degrees or graduate credits earned shall rest with the teacher. Transcripts, grade reports or other information shall be submitted to the superintendent on or before September 10 of the current school year. Credits or degrees submitted after September 10 and before January 31 shall be honored, but a deduction of one day's increment, based on the school calendar, shall be made for each school day of delay between September 10 and January 31. All credits submitted after January 31st shall be usable for the following school year only.
2. Credits earned will be measured in semester hours. One quarter hour will equal 2/3 of one semester hour.

3. All credits earned must be graduate credits, and must be earned in an institution granting graduate credits. Undergraduate credits may be approved by the assistant superintendent on an individual basis. College credit may be obtained as a result of the participation in a professional leave activity that occurs on a non-contract day if the staff member pay the cost directly associated with earning the credit. Credits earned in this manner may be applied toward advancement on the salary schedule.
4. All courses applied to salary advancement must be related to the current assignment or courses specifically oriented to improve instructional skills. If questions arise regarding the validity of a course in relationship to salary advancement, prior approval from the assistant superintendent is recommended.
5. Courses with graduate credit may be taken in areas of extra-duty assignments and may be applied to salary advancement. Such courses must be content oriented to current extra duty assignment or oriented to improve coaching instructional methods.
6. Employees who earn 38 graduate credits beyond the B. A. level shall be permitted to apply for placement on the M. A. salary formula. Any graduate credits earned prior to the achievement of a M.A. degree cannot be used toward credit for M.A. +16 or M.A. +32 on the salary formula.
7. Graduate credit earned via television and internet may be used for salary advancement. All requests for television and internet credit classes must be submitted to the assistant superintendent, in writing, for approval before the class begins. Each request will be evaluated for approval on a case by case basis by the superintendent or designee. Generally, all courses approved must be rigorous in nature, designed to improve instructional capabilities, and/or oriented to the current assignment of the teacher seeking approval for the television/internet course.
8. Employees taking graduate level course work for the purpose of lane advancement should submit an Application for Pre-approval of Credit for Salary Advancement to secure pre-approval of coursework.
9. Employees who have earned salary advancement after January 31 will receive a salary modification as outlined in the salary formula, for the following contract year.



## **ARTICLE XV: INCREMENTS FOR EXPERIENCE OUTSIDE THE DISTRICT**

Employees covered under this contract who have had experience, or the equivalent, providing that the experience makes the employee more valuable than a beginning employee, may be employed initially at a yearly salary above the minimum salary. Former Watertown employees returning to the Watertown system may be reinstated at their previous step level.

## **ARTICLE XVI: GRADUATE EDUCATION STIPENDS/NATIONAL TEACHER CERTIFICATION**

The School Board, upon recommendation of the Professional Growth Committee, may grant, pending allocation of funds at the sole discretion of the School Board, financial assistance to employees covered under this contract desiring graduate study to further their training in the area in which the staff members is employed.

The following conditions shall apply:

- a. An employee applying for such benefit shall have completed five years of service in the District.
- b. The applicant, if accepted, will receive the actual credit hour cost up to but not to exceed \$65.00 per credit hour for up to eight credit hours. Payment will be made within 45 days of the applicant's display of a transcript or other official record demonstrating completion of the course and credit hours and an itemized paid receipt. Said payment to be made as a salary payment subject to the required deductions and District match.
- c. The School Board may grant up to, but not more than twenty, such stipends per year. Up to ten stipends shall be awarded for summer school attendance and up to ten stipends awarded for graduate work taken during the school term.
- d. In applying for the stipend, the employee shall fully outline the program of study to be undertaken. Applications must be submitted on or before May 1 for summer work, December 15 for spring term and August 1 for school term study.
- e. An employee receiving the stipend shall agree to return to the service of the School District for a period of one year. Failure to complete said term of service shall result in the repayment of the stipend in full by payroll deduction or by refund.
- f. Candidates for stipends shall be evaluated and selected by a Professional Growth Committee consisting of the following: two members of the School Board, two administrators selected by the School Board and two teachers selected by the Watertown Education Association.
- g. Any teacher who applies for National Teacher Certification will be granted three days of professional leave to pursue certification requirements.
- h. Payment for National Teacher Certification will be made pursuant to South Dakota Codified Law.

## **ARTICLE XVII: PAYMENT OF SALARIES**

The salaries of employees covered under this contract shall be paid on the last business day of each month. Individuals covered under this contract employed for the full school year as reflected in the adopted calendar have the option of receiving contract payments on a ten or twelve month schedule. The first payment for a new contract will be made on the last business day of September of each contract year with the remaining nine or eleven payments to follow monthly, depending on the payment option selected by the employee as indicated on their individual contract. If no payment option is selected, the employee will be paid using the ten pay option. When an employee wishes to change the method of salary payment for the next contract year, he or she must inform the Business Office prior to the first scheduled day of employment of the contract. Without such notification, the method of payment shall be continuous from year to year. A pay stub will be calculated and issued separately from the employee's regular contract for compensation requests in excess of \$200 related to summer school instruction, curriculum contracts and pre-service activities.

## **ARTICLE XVIII: TAX SHELTERED ANNUITIES**

The School Board has authorized participation by any interested employee in tax sheltered annuity programs. Under this plan the Board agrees to reduce an employee's salary by the amount the employee has requested to be withheld on District payroll deduction forms. The District requires that such annuity deductions are in agreement with the annuity deduction limits established by federal guidelines. Contributions are made monthly by payroll deductions.

1. The annuity contract must be with a company that is authorized to offer tax sheltered annuities to the employees of the Watertown School District.
2. The Company providing annuity type products to District employees must agree to indemnify and hold harmless the District and the employee against claims based on erroneous calculations by the Company.

## **ARTICLE XIX: RETIREMENT**

1. Employees covered under this contract with at least fifteen (15) years of full time salaried service or the equivalent of 15 years in full/part-time service (i.e. teaching a .5 F.T.E. for two years will be equal to one full year for the purpose of this section) with the district, and who are between and/or inclusive of the ages of fifty-five (55) and sixty two (62) as of June 30 of the application year, and who have complied with the terms and conditions of this policy, and who began their full time salaried employment with the District prior to August 1, 2008, may elect retirement, and upon such retirement be entitled to receive a cash benefit equal to 75% of the individual employee's last contract salary, exclusive of extra duty and co-curricular salary, if any, unless the position within a sport/activity has been held for 15 consecutive years immediately preceding retirement.
2. The cash benefit shall be paid into an employer directed nonERISA 403(b) plan in the name of the retiree in accordance with the annual maximum deposit limits of such post-retirement contributions as outlined in IRS code. *(Note – the annual maximum contribution limit for 2011 is \$54,000, which is a combination of the*

*employee's elected contributions into a tax deferred annuity and the post-retirement contribution.)* If the cash benefit exceeds the maximum allowable contribution less the amount contributed into a tax deferred annuity in the year of retirement, the balance of the cash benefit will be paid in the year following the initial contribution.

The cash benefit, as outlined above, will be held by the District if the retiree is re-employed by the District as a full time (40hours/week – 12 months) employee prior to July 15 of the retirement year. The cash benefit shall be paid in accordance with the above language following the employee's re-retirement. The amount held by the District will not be credited any interest/investment growth during this re-employment period.

3. In order to qualify for retirement benefits hereunder, the employee shall notify the Superintendent in writing of the employee's intention and submit the required form and application to retire not later than March 1st of the year in which such retirement shall occur. The retirement documents consist of: retirement letter, retirement application that includes beneficiary designation and a birth certificate. Such retirement must occur at the end of the contract term and may not commence during the term.
4. In the event an employee entitled to a cash benefit shall die prior to all post-retirement funds being disbursed to the employer directed benefit plan, said funds will be disbursed on July 31st immediately following the death of the retiree to the beneficiaries as designated. In the event no beneficiary designation has been made, the unpaid benefit shall be paid in a manner provided by law. Payment by the District in accordance herewith, shall fully discharge the District's obligation under this section.
5. Employees covered under this contract, who retire from employment between and/or inclusive of his/her fifty-fifth (55) birthday and his/her sixty second (62) birthday, under the terms and conditions outlined in #1 of this article, may continue to participate in the District's group health insurance program until they reach an age in which they are eligible for Medicare Insurance coverage. Such former employee who participates in the District's group health/dental insurance program shall pay 100 percent (100%) of the premium cost of his/her participation. The premium cost shall be paid by each former employee participant at such time and in such manner as required by the Business Office of the District. In no event shall the provisions of this proposal extend a former employee's eligibility for participation in the group beyond that date which would have ended had the employee not retired under the terms of this policy or under provisions of the State Retirement Program. Federal COBRA regulations shall apply in the event of the above.
6. If an employee maintained dependent coverage at the time of early retirement, such coverage may continue hereunder. An employee may not, however, change from single to dependent coverage at any time after which retirement has been applied for, granted and instituted.
7. WEA representatives will be included in any and all discussions with companies being considered as providers for the retirement plan.

## **ARTICLE XX: GROUP HEALTH AND DENTAL INSURANCE COVERAGE**

The Board and its employees jointly sponsor self-funded group health and group dental insurance packages. Eligible employees indicating a desire to participate in the District's group insurance program must, at a minimum, participate at a single level coverage in the insured areas of group health and group dental. Any eligible employee who does not wish to take advantage of the insurance program offered must sign a waiver stating the insurance coverage was offered to him/her and is refused. Employees declining group insurance participation are advised that they will not be able to participate in the District's group insurance plan unless they experience a qualifying event and they notify the District within 30 days of said qualifying event of their desire to participate. Qualifying events and their definitions are outlined in the Summary Plan Document of the group insurance plan.

Premiums are paid each month on a payroll deduction plan. The employee's portion of the monthly cost of the elected coverage will be deducted on a pre-tax basis unless the employee provides the Business Office with a statement indicating a denial of this pre-tax benefit.

The School District will pay up to \$525.00 toward the monthly premium of any eligible employee who wishes to participate in the District's group insurance program (\$490 toward group health and term life and \$35.00 toward group dental). See Attachment A.

The School District offers staff members who are eligible to participate in the District's health care plan an opportunity to divert a portion of salary to a Reimbursable Spending Account to cover uninsured health care expenses and/or dependent care.

Employees desiring to change plans being offered by the District may do so annually on the anniversary date of the Employee Benefit Trust, October 1. Written notification must be presented to the Business Office by September 15 to insure proper adjustments.

A committee composed of employees from each building, administrators, custodians, secretaries and other personnel eligible for health insurance under the Watertown School District's group policy will recommend the conditions and terms of the policy to the staff.

## **ARTICLE XXI: TEACHER ASSISTANTS**

Teaching Assistants will have varied teaching schedules, dependent upon individual scheduling within their building. Teacher Assistants will have an average of 30 minutes of daily planning during student contact time. Teacher Assistants do not follow Article IV: Instructional Load; Article X: Exchange Teaching, Foundation Fellowships and Scholarships; Article XIV: Conditions Governing Eligibility for Salary Increment; and Article XIX: Retirement of the Master Contract

## **ARTICLE XXII: NURSES, SOCIAL WORKERS, OCCUPATIONAL THERAPISTS**

Nurses, social workers, and occupational therapists will work with their supervisors regarding their non-student contact time during the day. This group does not follow Article IV: Instructional Load; Article X: Exchange Teaching, Foundation Fellowships and Scholarships; and Article XIV: Conditions Governing Eligibility for Salary Increment of the Master Contract.

## 2011-2012 ACTIVITY PAY SCHEDULE

<b>Base/Range Salary Increase - &gt;</b>	<b>0.00%</b>	Returning Rate
<b>Increase to Current Salaries - &gt;</b>	<b>0.00%</b>	<b>(Average)</b>
<b>RANGE</b>		<b>2011-12</b>

### MUSIC

Jazz Band # 1	1	\$2,600	\$3,467	\$3,266
Jazz Band # 2	1	\$2,253	\$3,004	\$2,708
Pep Band	1	\$1,733	\$2,311	\$1,898
Senior High Wire Choir	1	\$2,600	\$3,467	\$3,266
Senior High Show Choir # 1	1	\$2,600	\$3,467	\$3,266
Senior High Show Choir # 2	1	\$2,253	\$3,004	\$2,708
Middle School Marching Band	1	\$ 416	\$ 555	\$ 430
Middle School Jazz Band	1	\$ 312	\$ 416	\$ 321
Middle School Pep Band	1	\$ 312	\$ 416	\$ 321
Middle School Orchestra	1	\$2,080	\$2,773	\$2,397
Middle School Swing Choir	1	\$2,253	\$3,004	\$2,587
Elementary Honors Orchestra	1	\$693	\$924	\$811
Elementary 5th & 6th Choir (4)	4	\$433	\$578	\$452

### FORENSICS

Director of Speech Activities	1	\$7,987	\$10,650	\$10,497
Head Sophomore Speech Activities	1	\$4,482	\$5,977	\$6,111
Head Freshman Speech Activities	1	\$4,482	\$5,977	\$6,111
Assistant in Speech Activities (2)	2	\$3,994	\$5,325	\$4,213
Extemporaneous Speaking	1	\$1,147	\$1,530	\$1,225
Original Oratory	1	\$764	\$1,019	\$765

### SPEECH ACTIVITIES

Head Oral Interp Coach	1	\$3,143	\$4,191	\$4,191
Forensics Interp Coach	1	\$1,445	\$1,926	\$1,459
Assistant Oral Interp Coach	1	\$2,337	\$3,115	\$3,153
Middle School Declam (2)	2	\$1,147	\$1,530	\$1,147

### DRAMATICS

Senior High Fall Play Director	1	\$2,167	\$2,889	\$2,166
Senior High Fall Play Ass't Director	1	\$1,907	\$2,542	\$2,103
Senior High Spring Play/Musical Director	1	\$2,167	\$2,889	\$2,474
Senior High Spring Play Ass't Director	1	\$1,907	\$2,542	\$2,103
Senior High One Act Director	1	\$1,907	\$2,542	\$1,907
Senior High One Act Ass't Director	1	\$1,647	\$2,196	\$1,722
Middle School Play Director	1	\$1,907	\$2,542	\$2,026
Middle School Play Ass't Director	1	\$1,647	\$2,196	\$1,722
Senior High Musical Choral Director	1	\$1,742	\$2,323	\$2,289
Senior High Musical Orchestra Director	1	\$1,742	\$2,323	\$1,742
Senior High Musical Band Director	1	\$1,300	\$1,733	\$1,308
Senior High Musical Choreographer	1	\$867	\$1,156	\$951
Middle School Musical Choral Director	1	\$1,300	\$1,733	\$1,310
DD Miller Lighting Technician	1	\$3,033	\$4,045	\$3,496



Activity Pay Schedule - 2011-12

**PUBLICATIONS**

		RANGE		2011-12
Senior High Newspaper	1	\$3,467	\$4,622	\$5,127
Middle School Newspaper	1	\$1,733	\$2,311	\$2,330
Senior High Yearbook	1	\$4,767	\$6,356	\$6,967
Middle School Yearbook	1	\$1,733	\$2,311	\$2,330

**ATHLETICS**

**Football**

Varsity Head Football	1	\$4,767	\$6,356	\$7,404
Varsity Assistant Football (3)	3	\$3,207	\$4,276	\$4,814
Sophomore Head Football	1	\$3,033	\$4,045	\$4,307
Sophomore Assistant Football (2)	2	\$2,773	\$3,698	\$3,934
Freshman Head Football	1	\$2,600	\$3,467	\$3,609
Freshman Assistant Football (2)	2	\$2,427	\$3,236	\$3,139
8th Head Football	1	\$2,427	\$3,236	\$3,125
8th Assistant Football (2)	2	\$2,253	\$3,004	\$2,694
7th Head Football	1	\$2,253	\$3,004	\$2,770
7th Assistant Football (2)	2	\$2,080	\$2,773	\$2,226
Elementary Football (3)	3	\$1,473	\$1,964	\$1,852

**Basketball**

Varsity Head Basketball (2)	2	\$5,200	\$6,933	\$8,142
Sophomore Head Basketball (2)	2	\$3,467	\$4,622	\$5,433
Junior Varsity Head Basketball (2)	2	\$3,467	\$4,622	\$4,979
Freshman Head Basketball (2)	2	\$2,600	\$3,467	\$3,337
Assistant Freshman Basketball (2)	2	\$2,427	\$3,236	\$3,533
8th Head Basketball (2)	2	\$2,167	\$2,889	\$3,036
8th Assistant Basketball (2)	2	\$1,861	\$2,481	\$2,659
7th Head Basketball (2)	2	\$2,167	\$2,889	\$3,036
7th Assistant Basketball (2)	2	\$1,861	\$2,481	\$2,659
Elementary Basketball (10)	10	\$1,300	\$1,733	\$1,852

**Wrestling**

Varsity Head Wrestling	1	\$4,767	\$6,356	\$6,659
Varsity Assistant Wrestling	2	\$3,207	\$4,276	\$4,433
MS Head Wrestling	1	\$2,167	\$2,889	\$2,659
MS Assistant Wrestling	1	\$2,167	\$2,889	\$2,659
Elementary Wrestling (5)	5	\$636	\$867	\$676

**Cross Country**

Varsity Head Cross Country (2)	2	\$3,033	\$4,045	\$4,080
Assistant Cross Country (2)	2	\$2,167	\$2,889	\$2,856

**Golf**

Varsity Head Golf (2)	2	\$3,033	\$4,045	\$3,466
Assistant Golf (2)	2	\$1,733	\$2,311	\$1,792

		<b>RANGE</b>		<b>2011-12</b>
<b>Tennis</b>				
Varsity Head Tennis (2)	2	\$3,033	\$4,045	\$3,466
Assistant Tennis (2)	2	\$1,733	\$2,311	\$1,852
M.S. Tennis (2)	2	\$1,125	\$1,498	\$1,125
<b>Gymnastics</b>				
Varsity Head Gymnastics	1	\$4,333	\$5,778	\$5,756
Assistant Varsity Gymnastics	1	\$3,033	\$4,045	\$4,096
Middle School Head Gymnastics	1	\$2,167	\$2,889	\$2,735
Middle School Assistant Gymnastics	1	\$1,733	\$2,311	\$2,350
<b>Track</b>				
Varsity Head Track (1)	1	\$5,200	\$6,933	\$7,404
Varsity Assistant & Soph. Head Track (7)	7	\$3,033	\$4,045	\$3,670
Middle School Head Track	1	\$2,167	\$2,889	\$2,735
Middle School Assistant Track (6)	6	\$1,733	\$2,311	\$2,219
<b>Volleyball</b>				
Varsity Head	1	\$4,550	\$6,067	\$5,397
Junior Varsity	1	\$3,033	\$4,045	\$3,838
Sophomore Head	1	\$3,033	\$4,045	\$3,540
9th Grade Head	1	\$2,600	\$3,467	\$2,600
9th Grade Assistant	1	\$2,426	\$3,236	\$2,426
8th Grade Head	1	\$2,167	\$2,889	\$2,687
8th Grade Assistant	1	\$1,861	\$2,481	\$2,350
7th Grade Head	1	\$2,167	\$2,889	\$2,735
7th Grade Assistant	1	\$1,861	\$2,481	\$1,861
Elementary (5)	5	\$1,300	\$1,733	\$1,852
<b>Competitive Dance &amp; Cheer</b>				
Varsity Head Dance & Cheer (2)	2	\$3,431	\$4,573	\$3,431
Varsity Assistant Cheer	1	\$1,667	\$2,222	
<b>Specials</b>				
GOV - TV - Coordinator	1	\$3,467	\$4,622	\$4,502
Student Technology Advisor	1	\$4,507	\$6,009	\$5,849
Strength & Fitness -- Per Season (4)	4	\$1,993	\$2,658	\$2,433
Senior High Head Football Cheerleader Advisor	1	\$1,500	\$2,100	
Senior High Assist Football Cheerleader Advisor	1	\$ 800	\$1,200	
Senior High Basketball Cheerleader Advisor (2)	2	\$1,500	\$2,100	
Senior High Wrestling Cheerleader Advisor	1	\$ 800	\$1,200	
Arrow Book Club	1	\$2,167	\$2,889	\$2,626
Robotics Advisor	1	\$1,040	\$1,387	\$1,040
Senior High Dance Team Advisor	1	\$2,167	\$2,889	\$2,166
Senior High Intramural (2)	2	\$1,733	\$2,311	\$1,852
Senior High Science Club Advisor	1	\$1,040	\$1,387	\$1,239
Senior High Student Council Advisor	1	\$1,300	\$1,733	\$1,300
Head Tucks Advisor	1	\$1,040	\$1,387	\$1,239
National Honor Society Advisor	1	\$1,040	\$1,387	\$1,239
Future Business Leaders of America	1	\$1,040	\$1,387	\$1,239
Head Junior Class Advisor	1	\$1,300	\$1,733	\$1,300

Activity Pay Schedule – 2011-12

**Specials – Continued**

		RANGE		2011-12
Flag Corp Advisor	1	\$867	\$1,156	\$866
Ki-Yi Legend Director	1	\$433	\$578	\$433
Middle School Science Club Advisor	1	\$1,040	\$1,387	\$1,239
Middle School Math Club	1	\$1,040	\$1,387	\$1,239
Middle School Reading Club	1	\$1,040	\$1,387	\$1,239
Middle School Intramural	1	\$1,040	\$1,387	\$1,239
Middle School Social Studies Club	1	\$1,040	\$1,387	\$1,239
Middle School Student Government	1	\$1,040	\$1,387	\$1,040
Designation Imagination	1	\$1,040	\$1,387	\$1,239
FFA Director	1	\$1,040	\$1,387	\$1,239
Lego League	1	\$1,040	\$1,387	\$1,040
Native American Club Advisor	1	\$1,040	\$1,387	\$1,040
Noon Duty - Est. (20)	20			\$1,534
Technology Coach	11			\$2,000

**Summer/Other Duties**

Curriculum Work		\$19.56
Summer School Instruction		\$26.64
Driver's Education Instruction		\$26.64

The committee of WEA members and administrators shall, once every three years upon request, review the extra duty pay schedule to determine if inequities exist between the payment of extra duty assignments and recommend changes to the Negotiating Committees of the Watertown Education Association and the School Board.

## **ARTICLE XXIV - CALENDAR**

Members of the Watertown School Board, administrators and four members of the Watertown Education Association will meet annually at the invitation of the superintendent to discuss the upcoming school calendar, which will be 178 days in 2011-2012. Note: The number of days includes two pre-service days at \$100.00 per day.

## **ARTICLE XXV: WEATHER RELATED HOURS OF DUTY**

If school is cancelled for students due to bad weather, employees covered under this contract will be excused from duty. Any school day that is cancelled due to bad weather will be made up later in the school year.

In case of a delayed school opening or early dismissal, employees are to report for duty or remain on duty for normal school hours unless otherwise notified by announcement from the superintendent.

## **ARTICLE XXVI: GRIEVANCE PROCEDURE**

### **I. DEFINITIONS**

- A. A "grievance" is a complaint by employees covered under this contract based upon an alleged violation, misinterpretation or inequitable application of any existing policies, rules or regulations of the school district as they apply to conditions of employment. The absence of or disagreement with non-existing policy, rules or regulations is not a "grievance" and may be subject to annual negotiation.
- B. An "aggrieved person" is the person or persons making the claim.
- C. A "party in interest" is the person or persons making the claim and any person or persons who might be required to take action or against whom action might be taken in order to resolve the problem.
- D. The term "days" when used in this policy shall, except where otherwise indicated, mean calendar days.
- E. Association shall mean Watertown Education Association.
- F. The Board shall mean the School Board of the Watertown School District.

### **II. PURPOSES**

- A. The purpose of this procedure is to secure, at the lowest possible administrative level, equitable solutions to the problems which may arise affecting the welfare or working conditions of the employees covered under this contract.
- B. All parties agree that these proceedings shall be kept as informal and confidential as may be appropriate at any level of procedure.
- C. Nothing herein contained shall be construed as limiting the right of any employee

having a problem to discuss the matter informally with any appropriate representative of the Association any time or to discuss the problem with other administrators for clarification of language.

- D. Any employee or group of employees covered under this contract has the right at any time to present any grievance to such persons or Board through such channels as are designated for that purpose. Copies of all grievances filed and all responses to the grievances at Levels One, Two, Three and Four must also be submitted to the WEA President by the grievant.

### III. STRUCTURE

- A. A grievance committee shall be selected by the Association.
- B. The committee will elect a chairperson who will preside at the meetings and a recording secretary who will keep minutes of the meetings and who will be responsible for maintaining the files as confidential.

### IV. TIME LIMITS

- A. Since it is important that grievances be processed as rapidly as possible, the number of days indicated at each level should be considered as maximum and every effort should be made to expedite the process. The time limits specified may, however, be extended by mutual agreement in writing.
- B. In the event a grievance is filed at such time that it cannot be processed by the end of the school year, the time limits set forth herein will be reduced so that the grievance procedure may be completed prior to the end of the school year or as soon thereafter as it is practicable.
- C. It is required that any employee covered under this contract file a grievance within thirty (30) days after the alleged violation.

### V. INFORMAL PROCEDURES

- A. If an employee covered under this contract has a grievance, it should first be discussed with the principal, administrator, or supervisor who is directly responsible for the employee, in an effort to resolve the problem informally.
- B. If, after such discussion, the employee is not satisfied with the disposition of the matter, the Association may assist in further efforts to resolve the problem informally with the principal or other appropriate administrator or supervisor.

### VI. FORMAL PROCEDURES

- A. Level One - School Principal or Supervisor
- 1. If an aggrieved person is not satisfied with the disposition of the problem through informal procedures, the claim can be submitted as a formal written grievance using the Request for Settlement of Grievance form contained in this agreement to the principal or immediate supervisor. A copy will also be submitted to the WEA President by the grievant.
- 2. The principal or supervisor shall within five (5) days render a decision and its rationale in writing using the Reply to Grievance form contained in this agreement to the aggrieved person with a copy to the grievance committee for its file.
- 3. An employee covered under this contract who is not directly responsible to a building principal may submit a formal written grievance claim to the administrator directly

responsible. Said administrator shall carry out the aforementioned responsibility of the principal.

**B. Level Two - Superintendent of Schools**

1. If the aggrieved person is not satisfied with the disposition of the grievance at Level One, if no decision has been rendered within five (5) days after presentation of the grievance in writing, he/she may file the formal written grievance with the grievance committee within three (3) days after the decision at Level One or eight (8) days after the grievance was presented, whichever is sooner.
2. Within ten (10) days after receiving the formal written grievance, the committee shall provide an opportunity for the aggrieved person to meet with the committee for the purpose of reviewing the grievance, and the committee shall give to the aggrieved person a written opinion regarding the merits of the case.
3. Within three (3) days after receiving the committee opinion, or within thirteen (13) days after the grievance was filed with the committee, whichever is sooner, the aggrieved person may file a written appeal with the committee for a hearing by the superintendent of schools. Within two (2) days of its receipt, the committee, through its chairperson, shall submit such appeal to the superintendent.
4. The superintendent of schools or representative shall act for the administration at Level Two of the grievance procedure. Within ten (10) days after receipt of the written appeal for a hearing by the superintendent, the superintendent shall meet with the aggrieved person and with representatives of the committee for the purpose of resolving the grievance. A full record of such hearing shall be kept by the superintendent and made available to the parties in interest upon written request and assurance of confidence. The superintendent shall within three (3) days of hearing render a decision and its rationale in writing to the aggrieved person with a copy to the committee.
5. Representatives of the Association's Committee shall have the right to attend and participate in the meeting of the superintendent with the aggrieved person relating to the grievance presented to the superintendent.

**C. Level Three - School Board**

1. If the aggrieved person is not satisfied with the disposition of the grievance at Level Two, or if no decision has been rendered within three (3) days after meeting with the superintendent, the grievance may be filed again with the grievance committee within five (5) days after a decision by the superintendent or ten (10) days after the first meeting with the superintendent, whichever is sooner.
2. After receiving such further appeal, the committee through its chairperson may refer the grievance to the Board for consideration at its next regular meeting.
3. After receiving the written appeal, the Board may appoint a fact finder to review the grievance and its processing to this point and to report to the Board prior to its meeting with the aggrieved person and with representatives of the committee for the purpose of resolving the grievance. The decision of the Board shall be rendered in writing within five (5) days.

**D. Level Four - Arbitration**

1. If the aggrieved person is not satisfied with the disposition of the grievance at Level Three, or if no decision has been rendered within five (5) days after the meeting with the Board,

within five (5) days after a decision by the board or ten (10) days after the first meeting with the Board, whichever is sooner, a request may be made in writing to the committee that the grievance be submitted to arbitration through to the Department of Labor. The appeal to the Department of Labor must be filed pursuant to state law, which as of April 18, 2007 is within 60 days.

## VI. MISCELLANEOUS

- A. If, in the judgment of the committee, a grievance affects a group of employees covered under this contract, the association committee may submit such grievance in writing to the superintendent directly, and the processing of such grievance shall begin at Level Two.
- B. Decisions rendered at all levels of the formal grievance procedure shall be in writing setting forth the decision and its rationale. Decisions rendered at Level Four shall be in accordance with the procedures set forth in Article VI, Section D.
- C. All documents, communications and records dealing with the processing of a grievance shall be filed separately from the personnel files of all participants.
- D. Forms for filing and processing grievances and other necessary documents shall be prepared by the superintendent and made available through building principals and the committee so as to facilitate operation of the grievance procedure.
- E. The sole remedy available to any employee covered under this contract for any alleged breach of this policy or any alleged violation of the rights hereunder shall be pursuant to the foregoing grievance and arbitration procedure provided, however, that nothing contained herein shall deprive any employee covered under this contract, administrator or Board of any legal right.

## VII. RIGHTS OF PARTICIPATION

- A. All parties in interest may be represented at all levels of the formal grievance procedure by Association representatives, legal counsel, or other persons of their own choosing. The grievant may not be represented by another employee organization.

## REQUEST FOR SETTLEMENT OF GRIEVANCE

(To be completed by aggrieved person)

Date \_\_\_\_\_

Circle Level of Grievance (Level 1, 2, 3)

Name of Aggrieved Person \_\_\_\_\_

School \_\_\_\_\_

Nature of Grievance

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Settlement Requested \_\_\_\_\_

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Signed

\_\_\_\_\_  
Aggrieved Person





## **ARTICLE XXVII: REDUCTION IN FORCE**

Whenever in the judgment of the School Board it is advisable to reduce staff in the district the following procedure will be used:

1. Before the Board puts into effect any reduction in employees covered under this contract, it will first notify in writing and discuss with the Watertown Education Association (through its representatives) the causes, the effects of, and plans for such reduction. This will include, but not limited to, the criteria used for the determination of those positions which will be reduced.
2. For the purpose of this article "seniority" shall refer to and be computed on the number of years of service in the school system or district and shall be based on departments in the post secondary, Middle School and Senior High School and by grade levels (k-6) or programs in the elementary schools. It shall not include years of experience gained in other school districts. Seniority shall be determined from the date the Board first acted to officially employ the employees covered under this contract. However, in the event two or more employees have the same official employment dates, the date the teacher signed his first applicable contract shall govern. Part-time employees shall be credited with a full year of experience for each part-time years served.
3. In the event a reduction in personnel, as heretofore defined, shall be put into effect, the Board shall make every effort to effect the reduction of employees covered under this contract through normal attrition.
4. Teachers shall be non-reemployed in the following order:
  - a. Those teachers in the affected department, grade level or program with one through three years of service to the district.
  - b. If two or more teachers in the affected department, grade level or program, have the same amount of seniority, non-reemployment shall be controlled by degree, college credits, certifications, and qualifications. The teacher with the least status in these areas shall be the first to be non-reemployed.
  - c. Teachers who are transferred from or to the affected department, grade level, or program, shall retain accumulated seniority from their previous position.
5. A teacher who has been non-reemployed under the provisions of this policy shall be offered any vacant position for which he/she qualifies and offers shall be in reverse order to which non-reemployment occurs according to the provisions of this procedure. A teacher who has been non-reemployed shall retain standing on the salary schedule and retain accumulated sick leave benefits. A teacher will remain on a recall list for one year following the RIF.

6. A teacher's failure to respond to a recall by the Board within fifteen (15) days shall result in termination of the teacher's right to recall thereafter.
7. Teachers non-reemployed under this article are entitled to preferential treatment for "substitute teaching" positions upon notifying the Board of a desire to be placed on the list of substitute teachers. Exercise this privilege shall in no way reduce the recall rights under the provision of this article.
8. As soon as a reduction in personnel has been effected, the Board shall maintain a list of the names of all teachers not reemployed. Such list shall provide the data necessary to determine the teacher's seniority rights and will be the basis on which recalls will made. Such list shall be made available to the representatives of WEA for examination upon request.

On or before April 15 of each year, any teacher named on the above list shall notify the Superintendent by certified mail that employment would be accepted if offered. Failure to do so shall forfeit said teacher's right to reinstatement.

9. No teacher protected by statutory continuing contract provisions will be non-reemployed while qualified or certificated for a position held by a person temporarily or not fully certificated by the State Board of Education or a person who has not attained continuing contract status.
10. Employees covered under this contract, who are employed in the federal or state grant programs (excluding Title I) or Junior Kindergarten, may be terminated or reduced because of funding or guideline changes and are not subject to the negotiated Reduction in Force article. This does not apply to Reading Recovery teachers, who began in their positions prior to 2004. Employees who are hired under the provisions of #10 and are not subject to the RIF Article will be so noted on their contract. The WEA President will receive notification of who this affects each year. If employees covered under this contract are already on a continuing contract in another position and wish to apply for a grant funded position, the employees on a continuing contract will be under the guidelines of the Reduction in Force Article.

## **ARTICLE XXVIII – MISCELLANEOUS**

### **A. Separability**

If any provisions of this Agreement or any application of this Agreement is held to be contrary to law, then that article, section, or clause shall be deleted from this agreement to the extent that it violates the law. The remaining articles, sections, and clauses shall continue in full force and effect. The provisions of this agreement are not intended to relinquish rights that are already granted to the association through law.

B. Notice

Whenever any notice is required to be given by either of the parties to this Agreement to the other, pursuant to the provisions of this Agreement, either party shall do so by written notice at the following designated addresses or at such other address as may be designated by a party in written notification to the other party.

C. Adult Activity Tickets

Any full-time employee of the Watertown School District may receive, upon request, an adult activity ticket admitting said employee to all events sponsored by the public schools. These tickets are to be issued annually. In exchange for said ticket, the employee shall agree to accept a working assignment at one public event during the contract term. Should the employee desire a ticket for his/her spouse, said employee shall agree to accept two working assignments during the contract term. Duty assignments shall be made by the Senior High School Principal and Activities Director.

D. Travel Expense

Employees covered under this contract who are assigned to more than one school on a given day, and who must use their private automobile for such travel shall be reimbursed at the state rate, said amount based on state per mile rates and the estimated projection of miles driven to and from base school.

E. Middle School/High School Department Chair

The compensation rate for department chairs is to be \$500 (middle school) and \$750 (high school) annually with the use of the outline of duties and responsibilities on file in the principals' offices. NCA chairs at the middle school and high school will receive an annual stipend of \$750.

F. Termination of Contract.

- A. Requests for approval to terminate a contract must be submitted to the School Board in writing.
- B. At the Board's discretion, employees other than Teacher Assistants covered under this contract who fail to complete the provisions of the contract shall forfeit liquidated damages in accordance with the following schedule:
  - 1. After July 1 and prior to August 1....\$2,000
  - 2. After August 1.....\$3,000
- C. At the Board's discretion, Teacher Assistants who leave the district after July 1 shall forfeit liquidated damages of \$1,000.00.

H. Boy's Town Manager

The compensation rate for the teacher responsible for filling in for the building Principal on matters of Boy's Town correction and management during said administrator's absence shall be \$400.00 annually.

**ARTICLE XXIX: FINALITY AND EFFECT OF AGREEMENT**

This Agreement supersedes and cancels all previous collective bargaining agreements between the Employer and the Association, unless expressly stated to the contrary herein, and constitutes the entire agreement between the parties, and concludes collective bargaining for its term.

**ARTICLE XXX: DURATION**

This agreement shall remain in full force and effect from August 1, 2011 and shall continue in effect until midnight on July 31, 2012.

\_\_\_\_\_  
Association President

\_\_\_\_\_  
School Board President

\_\_\_\_\_  
Chief Negotiator - Association

\_\_\_\_\_  
Chief Negotiator - School Board

**EMPLOYEE BENEFIT TRUST 2011-2012 PREMIUMS**

	2011-12 Active Employee	2010-11 Rate	Monthly Increase	Percent Increase
<b>HEALTH</b>				
<b>Plan "A" - Lower Deductible</b>				
SINGLE	\$560.00	\$530.00	\$30.00	5.66%
FAMILY	\$1,140.00	\$1,085.00	\$55.00	5.07%
<b>Plan "B" - Higher Deductible</b>				
SINGLE	\$490.00	\$465.00	\$25.00	5.38%
FAMILY	\$1,030.00	\$980.00	\$50.00	5.10%
<b>DENTAL</b>				
SINGLE	\$35.00	\$34.00	\$1.00	2.94%
FAMILY	\$90.00	\$85.00	\$5.00	5.88%
<b>GROUP INSURANCE COSTS</b>				
SINGLE - Lower Deductible & DENTAL	\$595.00	\$564.00	\$31.00	5.50%
FAMILY - Lower Deductible & DENTAL	\$1,230.00	\$1,170.00	\$60.00	5.13%
SINGLE - Higher Deductible & DENTAL	\$525.00	\$499.00	\$26.00	5.21%
FAMILY - Higher Deductible & DENTAL	\$1,120.00	\$1,065.00	\$55.00	5.16%

The above monthly premiums will be adjusted by an increase of \$10.00 per month if the Employee Benefit Trust's balance on August 31, 2011 is less than \$1,400,000.. The \$1,400,000 includes the following contributions by the District: 2001 - \$500,000; 2002 - \$200,000; 2009 - \$500,000. These contributions were made to assist in the early establishment of the premium rates.

**COVERAGE MODIFICATIONS TO BE CONSIDERED IN THE FUTURE:**

- Increase - Deductibles
- Increase - Maximum Out-of Pocket Amounts
- Increase - Co-pays from 85/15
- Eliminate the Drug Card

**SUPPORT INFORMATION:**

	New Rate	Board Contr.	2012 Employee Share	2011 Employee Share	Incr/Decr Employee Share
<b>Plan "A" - Lower Deductible</b>					
Single	\$560.00	\$490.00	\$70.00	\$85.00	-\$15.00
Family	\$1,140.00	\$490.00	\$650.00	\$640.00	\$10.00
<b>Plan "B" - Higher Deductible</b>					
Single	\$490.00	\$490.00	\$0.00	\$20.00	-\$20.00
Family	\$1,030.00	\$490.00	\$540.00	\$535.00	\$5.00
<b>Dental</b>					
Single	\$35.00	\$35.00	\$0.00	\$0.00	\$0.00
Family	\$90.00	\$35.00	\$55.00	\$51.00	\$4.00

Board Contribution for 2011-12

Group Health	\$490.00
Group Dental	\$35.00
	<u>\$525.00</u>

Increase cost to the District - all funds
<u>\$307,224</u>