

ARTICLE I
AGREEMENT

This Agreement is made and entered into on this seventeenth day of April, 2007, by and between the Watertown School Committee (hereinafter referred to as the "Committee") and the Watertown Teachers Association (hereinafter referred to as the "Association").

PREAMBLE

The Watertown Educators Association and the Watertown School Committee jointly entered a process to develop a contract which would be conducted in a spirit of open communication and which served common interests. This process was based on a sense of trust, sharing of information, and a common goal of bettering the quality of education in our community and the professional life of our staff.

Both parties worked toward an agreement which will reward and will benefit the staff of the Watertown Public Schools and will enable them to develop and to deliver the best possible educational program for the children of Watertown.

It is understood that through the provisions of this contract, the achievements of staff and student alike must be recognized and must be rewarded. Specifically, the parties jointly developed an independent criterion against which, over time, we could measure our success in this regard. Since our mutual interests are both served by comparison of communities against which our students are measured, we chose a subset of those same communities, a group defined by the Educational Records Bureau (ERB) and the Educational Collaborative (EDCO) against which to compare the benefits and compensation awarded the professional staff.

Both parties recognize the lifelong value of education to children, our community, our state, and our nation, and respect the role that all participants (teachers, administrators, support staff, parents, community members, and students) play in that process. We agree that the most important component of the educational process is the contact between the teacher and the student and that every effort should be made to focus the teacher's time on direct student contact by protecting class size and by recognizing that activities which direct a teacher's time and energy from the classroom affects the quality of the program offered the student.

Both parties agree to work together to respond to the needs of the school system, to foster cooperation between the community and the schools, to encourage business support and involvement in the schools, and to acknowledge accomplishments and achievements by either party in meeting the goals and objectives of the school system.

ARTICLE II

ASSOCIATION RECOGNITION, JURISDICTION, RIGHTS AND RESPONSIBILITIES

Section A: Association Recognition

For the purpose of collective bargaining, the Committee recognizes the Association as the exclusive bargaining agent for all of the professional employees of the Committee as such employees are defined in M.G.L. c.150E, Sec. 1 and who may be assigned to one of the following bargaining unit.

Unit A: All permanent full-time and permanent part-time professional teaching person employed by the Watertown School System including Teachers, Guidance Counselors, Adjustment Counselors, Social Workers, Psychologists, Speech Therapists, Elementary Science Specialists, Elementary Math Specialists, Elementary Social Studies positions, Librarians, Media Specialists, Computer Specialists, Project SEE Administrator, and School Nurses.

Section B: Definitions

1. Unless otherwise indicated, the employees in the above defined unit will be hereinafter referred to as "teachers".
2. Any reference to "teacher" will include a male/female teacher.
3. The term "person" as used in this Agreement means a person employed by the Committee.

Section C: Protection of Individual and Group Rights

1. There will be no reprisal of any kind taken against any teacher by reason of his/her membership in the Association or participation in its activities.
2. No reprisals of any kind will be taken by the School Committee or by any member of the administration against any party in interest, any School Representative, any member of the Professional Rights and Responsibilities Committee ("PR&R Committee"), or any other participant, by reason of such participation in the grievance procedure.
3. Any party may be represented at all stages of the grievance procedures by a person of the teacher's choosing, except that he/she may not be represented by a representative or any officer of any teacher organization, other than the Association. When a teacher is not represented by the Association, the Association shall have the right to be present and to state its views at all stages of the grievance procedure.
4. If a representative of the Central Office summons a teacher to the office for the purpose of criticizing or of questioning that teacher's performance or conduct, the teacher shall receive prior notice of the purpose of the meeting.

Section D: Association Rights

1. Use of School Facilities

- a. The Association will have the right to use the school buildings without cost at reasonable times for meetings. The principal of the building in question will be asked in advance to confirm the time and place of all such meetings.
- b. There will be one (1) bulletin board in each school building which will be placed in the faculty lounge for the purpose of displaying notices, circulars, and other material relating to the Association's business.
- c. A room in a school building for the use of the Watertown Educators Association will be provided by the School Committee. Insofar as possible, the room will be for the exclusive use of the Association

2. Release Time for Association Business

- a. When it is necessary, pursuant to Article VI (Grievance Procedure) for a school representative member of the PR&R Committee, or other representative designated by the Association to investigate a grievance or to attend a grievance meeting or hearing during a school day, he/she will, upon notice to his/ her principal or immediate superior and to the Superintendent by the Chairman of the PR&R Committee, be released without loss of pay as necessary in order to permit participation in the foregoing activities. Any teacher whose appearance as a witness in such investigations, meetings, or hearings is necessary will be accorded the same right. The Association agrees that these rights will not be abused.
- b. With prior approval of the Superintendent, any teacher officer of the Association shall be excused from duty as a teacher for part of a school day when necessary to attend important Association business.

3. Exchange of Information/Joint Responsibilities

- a. The Committee will, upon request, make available to the Association any documents which will assist the Association in developing intelligent, accurate, informed and constructive programs on behalf of the teachers and their students, together with any other available information which may be necessary for the Association to process a grievance under this Agreement where legally required.
- b. The Association shall make available information which may be necessary for the Superintendent and School Committee to act on a grievance under their agreement where legally required.
- c. Each building representative will be provided with copies of minutes of official Committee meetings and a copy of the official agenda of the meetings.

- d. A monthly schedule of staff and other meetings, as well as Association activities, will be jointly drawn by representatives of the Administration and the Association.
- e. Unit A, B and C contract will be printed in one book at the shared expense of the Committee and the Association (50/50), and a copy given to each member.
- f. Forms for filing grievances, serving notices, taking appeals, making reports, recommendations, and other necessary documents, will be jointly prepared by the Superintendent and the Association and given appropriate distribution so as to facilitate operation of the grievance procedure.

4. Consultation

In recognition of the interest in education of the Watertown Educators Association, the School Committee agrees from time to time to consider any suggestion for educational improvements that may be made by the Association.

5. No Strike

The Association agrees that for the duration of this agreement it will not engage in, induce, or encourage any strike, work stoppage, slowdown, or withholding of services by the employees represented by it. Any employee who engages in such activity will be subject to discipline, including discharge.

ARTICLE III

MANAGEMENT RIGHTS

Section A: Educational Policies

The Committee is a public body established under and with the powers provided by the statutes of the Commonwealth of Massachusetts. As elected representatives of the citizens of Watertown, charged with the quality of education in, and the efficient and economical operation of the Watertown School System, it is acknowledged that the Committee has the final responsibility for establishing the educational policies of the public schools in Watertown.

Section B: Plant and Personnel Management

Nothing in the agreement shall be deemed to derogate or impair powers, rights, or duties conferred upon the Committee by the statutes of the Commonwealth or the Rules and Regulations of any pertinent agency of the Commonwealth. Said rights and powers include, but in no way are construed as limited to the complete right and authority to control, to supervise, and to manage the public schools; to determine the subjects to be taught; to assign to, direct to, evaluate, and generally to manage the staff of the school system; except where expressly limited by the terms of this agreement.

Section C: General Powers

As to every matter expressly not covered by this agreement, and except as expressly or directly notified by clear language in a specific provision of this agreement, the Committee retains exclusively to itself all rights and powers that it has or may hereafter be granted by law, and shall exercise the same without such exercise being made the subject of grievance or arbitration.

Section D: Superintendent's Authority

The parties recognize that the Superintendent, as the chief executive officer of the Committee, shall continue to act as administrator of Committee policies and powers. Nothing herein contained shall be interpreted to limit or restrict the distinction and authority inherent in the office of Superintendent (except insofar as said powers may be expressly restricted by the terms of this agreement).

ARTICLE IV

SCOPE OF THE AGREEMENT

Section A:

1. Just Cause

No teacher shall be disciplined, reprimanded, reduced in rank, discharged, denied a professional advantage or involuntarily transferred without just cause in the performance of his/her teaching duties.

This section shall not limit the Committee's rights with respect to the renewal of teachers who have not been granted professional status.

2. Civil Service

Nurses who are permanently appointed to a civil service position shall be entitled to the protection of the provisions set forth in GL. c.31, 41-43. The nurses may choose to exercise those rights through the Civil Service Procedures or through the grievance and arbitration procedures in this agreement. However, once a nurse has elected a forum for exercising those rights, that forum cannot be changed.

Section B: Code of Ethics

The parties hereto mutually recognize and incorporate herein as Appendix D the Code of Ethics of the Massachusetts Association of School Committees, Inc., and the National Education Association, and the parties hereto agree to conform to said codes.

Section C: Save and Separability

If any provision of this agreement or any application of the agreement to any employee shall be found contrary to law, statute, or ordinance, then such provision or application shall be deemed invalid or subsisting, except to the extent permitted by law, but all other provisions or applications will continue in full force and effect.

Section D: Academic Freedom

Teachers will be entitled to full rights or citizenship, and no religious or legal political activities of any teacher or the lack thereof will be grounds for any discipline or discrimination with respect to the professional employment of such teacher.

Section E: Enforcement

This agreement constitutes a part of Committee policy for the term of said agreement, and the Committee will carry out the commitments contained herein and give them full force and effect as Committee policy.

Section F: Closure

The Committee and the Association agree that each has had a right to bargain for any provision that they wished in this contract. Except as provided by Article XXII, each expressly waives the right to reopen the contract for any further demands or proposals, and that the present contract constitutes a complete agreement on all matters, and that if other proposals have been made, they have been withdrawn in consideration of this agreement.

ARTICLE V

SALARIES AND OTHER COMPENSATIONS

Section A: Salary Increases

In order to recognize the contribution of the staff and to establish a standard against which the Watertown Public School Department chooses to compare itself in professional compensation as well as programming and student success, the Committee and the Association designed the compensation portion of this contract so that the salaries, including longevity, of the professional staff, over time, will be competitive with the top thirty percent of the 32 communities who are represented in either the Educational Records Board (ERB) and /or EDCO.

1. Scope

The salaries of all persons covered by this agreement are set forth in the appendices which are attached hereto and made a part hereof.

2. Method of Payment

- a. Teachers shall be paid in twenty-six equal biweekly installments.
- b. The Committee will request the Treasurer's Office to make salary payments every other Thursday.

- c. Teachers may elect either to have their checks mailed to them during the summer months when schools are in recess or to receive a lump sum payment at the close of school in June.
 - i. Teachers electing to receive a lump sum payment must so notify the Superintendent's Office in writing no later than June 1 of the year in which the teacher makes the election.
 - ii. Such election shall continue from year to year unless the teacher notifies the
 - iii. Superintendent's Office of a desired change by June 1 of any school year thereafter.

3. Computations

- a. The salary provided teachers protected by this salary schedule is deemed by the School Committee and teachers to be fully earned at the close of school in June of any given year and proportionately during the school year. In the event of termination of service for any cause at the end or at any time during the school year, amounts of salary earned but withheld to date of termination, shall be payable to the teacher, or in the event of death, to his/her Executor/trix or Administrator/s.
- b. The salary provided professional employees on contract is deemed by School Committee and professional employees to be fully earned upon completion of their contract for any given year, and proportionately during the year. In the event of termination of services for any cause at the end of, or at any time during the contract, amounts of salary earned but withheld to date of termination shall be payable to the professional employees or in the event of death, to his Executor/trix or Administrator/s.
- c. Teachers who are initially hired or who request part-time status or who are reduced to part-time status pursuant to a Reduction in Force (RIF) clause will be paid on a pro-rated basis of the regular teachers salary schedule, commensurate with the time for which they are contracted to teach.
- d. All personnel covered by this contract who work beyond the required work year, exclusive of summer workshops, will be compensated at 50% of their daily rate of pay for each extra day worked, provided said work is requested and approved in advance by the Superintendent of Schools. The daily rate of pay will be determined by dividing the number of days in a work year into the individual's current salary.

4. Requirements for Lane Placement

All courses must be on the graduate level in an area related to his/her certification in the field of Education or Educational Administration, completed at a college or university accredited by a national or regional accrediting association at the time the

credits were awarded or Watertown Public Schools in-service courses as approved by the Superintendent of Schools or officially required degree prerequisite courses.

It is understood that for nurses graduate level course work taken towards a Masters degree in Nursing is covered by this provision.

a. Bachelors

- i. Effective September 1, 1992, all teachers who are employees of the Watertown Public Schools as of that date and are on step 10 of the Bachelor's schedule will be eligible for placement on a step in the schedule when they have served 15 years in the system (this step is referenced in Appendix A). No employee ranking under step 10 nor any employee who joins the system subsequent to September 1, 1992 will be eligible for this step.

b. Bachelors + 15

- i. All graduate and officially required prerequisite courses taken subsequent to the Bachelor's Degree may be applied to the Bachelor's + 15 schedule.
- ii. No teacher shall be placed on the Bachelor's + 15 schedule until he or she has presented to the Superintendent evidence of acceptance in an accredited Master's program.
- iii. No teacher shall remain on this schedule for more than three years. If, at the end of three years, a teacher has not received a Master's Degree, he or she shall revert to the Bachelor's schedule and shall not be eligible to return to the Bachelor's + 15 schedule.

Teachers for good cause shown may apply to the Superintendent for an extension of the time set forth above. Such extension may be granted at the Superintendent's discretion for a maximum of one year. No more than three (3) successive extensions may be granted to any teacher. Approval for such extension shall not be unreasonably withheld.

- iv. The salary of a teacher who meets the requirements for placement on Bachelor's + 15 shall be effective the beginning of the next payroll period following the presentation to the Superintendent of evidence of completion of the work required no later than June 10th and as of September 1 if presented after June 10th or during July or August.

c. Masters + 15 and 30

- i. Courses for the Masters + 15 semester hours and/or the Master's + 30 semester hours must be completed subsequent to the earning of the Master's degree. Exceptions to this policy may be granted by the

Superintendent. Application for such exception must be submitted in writing. The Superintendent's decision is final and it may not be grieved.

- ii. Courses must be in the candidate's teaching field or an allied area. For the Master's + 15 semester hours, a minimum of six (6) semester hours must be in the candidate's teaching field. For the Master's + 30 semester hours, a minimum of twelve (12) semester hours must be in the teaching field and the remaining eighteen (18) semester hours must be in the field of general education. Exception to this provision may be granted by the Superintendent of Schools. Application for exception must be submitted in writing prior to enrollment in the course.
- iii. The salary of a teacher who meets requirements for placement on Master's + 15 or Master's + 30 shall be effective at the beginning of the next payroll period following presentation to the Superintendent of evidence of completion of the work required no later than June 10 and as of September 1, if presented after June 10, or during July or August.

5. Lateral Adjustments

a. Bachelor's +15, Masters +15, Master's +30

If the School Committee requirements for the Bachelor's + 15, Master's + 15 or Master's + 30 are met during the school year, the teacher shall be placed on the same step of the schedule for which he/she is eligible as of the next payroll period following the presentation to the Superintendent of evidence of completion of the work required no later than June 10, and as of September 1, if presented after June 10 or during July or August.

b. Master's and CAGS/Ed.D.

If a Master's or CAGS/Ed.D Degree is received during the school year, the teacher shall be placed on the same step on the Master's or CAGS/Ed.D. schedule as of the next payroll period following presentation to the Superintendent of evidence of completion of the work required for the degree no later than June 10, and as of September 1, if presented after June 10 or during July or August.

6. Sick Leave Buy Back

When a teacher retires from the Watertown School System, or if a teacher dies while employed by the School System, the teacher or, in the event of death, his/her estate shall be compensated for thirty percent (30%) of the teacher's accumulated sick leave, plus personal days converted to sick days, at eighty dollars (\$80.00) per day.

7. Longevity Benefit

A teacher, upon completion of the following years of service to the Town of Watertown shall receive the following amount added to his/her salary:

YEARS OF SERVICE

10	through	14 Years	\$ 800
15	through	19 Years	\$1,075
20	through	24 Years	\$1,350
25	through	29 Years	\$1,750
30	through	34 Years	\$2,500
35	Years +		\$3,400

Effective September 1, 2008

10	through	14 Years	\$ 800
15	through	19 Years	\$1,075
20	through	24 Years	\$1,350
25	through	29 Years	\$1,750
30	through	34 Years	\$3,000
35	Years +		\$3,400

Years of Service is defined as years completed in the Watertown Public Schools

Section B: Supplemental Compensation

Summer workshops for employees of Units A, B, and C will be compensated at an hourly rate of \$30. per hour. The Coordinator of the project will additionally receive an amount equal to 20% more hours at the same rate. Notices for submission of summer workshop proposals will be posted by the Central Office by May 15 of each year and will be awarded by July 1.

Section C: Salary Deferral (Section 125)

The Watertown School Committee agrees to provide a qualified salary deferral Plan (Section 125 Plan under the IRS Code) under which a qualified employee may annually elect to participate and thereby reduce his/her gross pre-tax compensation by an amount equal to the employee contribution towards the premium for health care coverage, medical expenses and child care.

Section D: Enrollment of Children of Teachers in the Watertown Public Schools

Upon the recommendation of the Superintendent and the approval of the School Committee, children of professional staff members may enroll in the Watertown Public School System on a space available basis and shall pay such tuition, if any, charged to Watertown citizens.

Section E: Study Committee to Study Teacher Career Ladder

A Study Committee will be established for the purpose of studying career ladders for teachers. The Committee shall be comprised of representatives of the WEA and representatives of the School Committee (or their designees).

ARTICLE VI

GRIEVANCE PROCEDURE

Section A: Definitions

1. A "grievance" shall mean a complaint that there has been a violation, misinterpretation, or inequitable application of any of the provisions of this agreement as to an employee. As used in this article, the term "employee" shall include a group of employees having the same grievance.
2. A "party of interest" is the person or persons making the complaint and any person who might be required to take action or against whom action might be taken in order to resolve the complaint.
3. An "aggrieved person" is the person or persons making the complaint.

Section B: Purpose

1. The purpose of this procedure is to secure, at the lowest possible administrative level, equitable solutions to the problems which may from time to time arise affecting the welfare or working conditions of the members of the Association. Both parties agree that these proceedings will be kept as informal and confidential as may be appropriate at any level of the procedure.
2. Nothing herein contained will be construed as limiting the right of any member of the Association having a grievance to discuss the matter informally with any appropriate member of the administration, and having the grievance adjusted without intervention of the Association, provided the adjustment is consistent with the terms of the agreement and that the Association has been given the opportunity to be present at such adjustment and to state its views.

Section C: Procedure

Since it is important that the grievance 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. All reasonable efforts will be made to expedite grievances filed late in the school year.

1. Level One

A member of the Association with a claim will file the claim in writing with his/her principal or immediate supervisor, either directly or through the Association's Building Representative, within thirty (30) school days from the time when the Association member knew or should have known of the action, event, or situation which led to the filing of the claim.

2. Level Two

- a. If the aggrieved person is not satisfied with the disposition of his/her grievance at Level One, or if no decision has been rendered within ten (10) school days after presentation of the grievance, he/she may file the grievance in writing with the Chairperson of the Association's Professional Rights and Responsibilities Committee within five (5) school days. Within ten (10) school days after receiving the written grievance, the PR&R Committee will refer it to the Superintendent of Schools and/or the Assistant Superintendent.
- b. The Superintendent will represent the administration at this level of the grievance procedure. Within ten (10) school days after receipt of the written grievance, the Superintendent will meet with the aggrieved person in an effort to resolve the grievance.
- c. If a member of the Association does not file a grievance in writing with the Chairman of the Professional Rights and Responsibilities Committee and the written grievance is not forwarded to the Superintendent within thirty (30) school days after the member of the Association knew or should have known of the act or the condition on which the grievance is based, then the grievance will be considered as waived. A dispute as to whether a grievance has been waived under this paragraph will commence at Level Three of this procedure.

3. Level Three

- a. If the aggrieved person is not satisfied with the disposition of his/her grievance at Level Two, or if no decision has been rendered within ten (10) school days after he/she has first met with the Superintendent, then he/she may file the grievance in writing with the Chairman of the Professional Rights and Responsibilities Committee within five (5) school days. Within five (5) school days after receiving the written grievance, the Chairman of the Professional Rights and Responsibilities Committee will refer it to the School Committee.
- b. Within ten (10) school days after receiving the written grievance, a Subcommittee of the School Committee (that is, the "Subcommittee") will meet with the aggrieved person for the

purpose of resolving the grievance. The ultimate decision on the grievance at Level Three will, however, be rendered by the full School Committee.

4. Level Four

- a. If the aggrieved person is not satisfied with the disposition of his/ her grievance at Level Three, or if no decision has been rendered within ten (10) school days after he/she has first met with the Subcommittee, then he/she may within five (5) school days request in writing that the Chairperson of the Professional Rights and Responsibilities Committee submit his/her grievance to arbitration. If the Professional Rights and Responsibilities Committee determines that the grievance is meritorious, then the grievance will be submitted to arbitration within fifteen (15) school days after receipt of a request by the aggrieved person.
- b. Within ten (10) school days after such written notice of submission to arbitration, the Subcommittee and the Professional Rights and Responsibilities Committee will agree upon a mutually acceptable arbitrator and will obtain a commitment from said arbitrator to serve. If the parties are unable to agree upon an arbitrator or to obtain such a commitment within the specified period, a request for a list of arbitrators may be made to the American Arbitration Association by either party. In addition, to the arbitration procedures set forth in Article VI, the parties may mutually agree upon the use of the Board of Conciliation and Arbitration, or any other kind of arbitration procedures to resolve any grievance.
- c. The parties will be bound by the rules and procedures of the American Arbitration Association.
- d. The arbitrator so selected will confer with the representatives of the School Committee and the Professional Rights and Responsibilities Committee, will hold a prompt hearing(s), and will issue his/her decision not later than twenty (20) school days from the date the final statements have been submitted. The arbitrator's decision will be in writing and will set forth his/her findings of fact, reasoning and conclusion on issues submitted. The arbitrator will be without power or authority to make any decision which requires the commission of an act prohibited by law or which is violative of the terms of this agreement. The decision of the arbitrator will be submitted to the School Committee and to the Association and will be final and binding.
- e. No dispute or controversy shall be subject for arbitration unless it involves a grievance as defined in Article VI, Sec. A, #1 of this agreement. The arbitrator shall have no power to add to, subtract from, or modify any of the terms of this agreement. The arbitrator shall arrive at his decision solely upon the facts, evidence and contentions as presented by the parties during the arbitration proceedings.

- f. The costs for the services of the arbitrator, including per diem expenses and actual and necessary travel and subsistence expense, will be borne equally by the School Committee and the Association

Section D: General

1. Decisions at Levels One - Three

Decisions rendered at Levels One, Two and Three of the grievance procedure will be in writing, will set forth the decision, will state the reason, and will be transmitted promptly to all parties in interest and to the Chairman of the Professional Rights and Responsibilities Committee. Decisions rendered at Level Four will be in accordance with procedures set forth in Sec. C, Par. 4(c).

2. Direct Filing By Association

In the event an aggrieved person does not desire to take action under this Grievance Procedure, the Association may process the grievance.

3. Maintenance of Grievance Files

While both parties may maintain files of grievances and related materials, the Committee shall not make an entry of the grievance in the personnel file of any employees involved in a grievance except as may be required to implement the disposition. Materials may be placed in the personnel file after both parties have reviewed statements and had an opportunity to affix their signature and statements expressing their agreement or disagreement.

4. Time Limits

From the last workday in June until the first workday, the "school day" time limits set forth in Levels Two, Three and Four shall be interpreted as "non-holiday weekdays".

ARTICLE VII

HOURS AND WORKLOAD

Section A: Scheduling

The Watertown Educators Association and the School Committee recognize the concept of flexible scheduling as one way to meet the program needs of students.

Flexible scheduling will not impact the total number of hours in a teacher's work day. A teacher's work day will consist of a certain consecutive number of hours as indicated below and shall begin no earlier than 7:00 a.m. and end no later than 4:00 p.m. Flexible scheduling will be implemented

on an individual and voluntary basis for each school year. No teacher will be involuntarily transferred to another building because of the implementation of flexible scheduling.

Section B: Scheduled Work Day

This section shall apply to all members of the bargaining unit not voluntarily participating in an approved flexible schedule as defined in Section A of this article.

1. Classroom Teachers

- a. Elementary staff (Grades K-5) 6 hours & 30 minutes
- b. Middle School staff (Grades 6-8) 6 hours & 45 minutes
- c. High School staff (Grades 9-12) 6 hours & 50 minutes

- d. The workday of classroom teachers will begin fifteen (15) minutes before the starting times for the respective school to which they are assigned. All teachers shall be available after their last scheduled class or student supervision period for a period of time which the classroom teacher shall deem to be sufficient to meet with students who request help and to take care of those details which usually are connected with the daily session, except that on Fridays and days preceding holidays, teachers are free from duty at the close of the students' school day. Members of the Bargaining Unit, other than classroom teachers, will work at their assigned tasks for at least the length of the regular full-time teacher's workday.

Said starting and dismissal times are subject to modification by the Committee, provided, however, that no such modification will increase the length of the teacher's workday.

- e. The teachers, through the Association, reaffirm their commitment to meet the needs of each student in the Watertown Public Schools. Accordingly, teachers agree to:
 - i. Provide individual attention to students beyond the hours specified above; and,
 - ii. Hold conferences initiated by parents of students with sufficient notice, and at reasonable times beyond the hours specified above, as part of their continuing professional responsibilities.

- f. Teachers are expected to participate in professional release day programs until the conclusion of the program at 3:45 p.m. The three hour block until 3:45 p.m. is in place of one hour of curriculum planning time and two hours of release day professional development time.

Section C: Work Year

Unit A

The work year of classroom teachers (other than new personnel who may be required to attend additional orientation sessions) will begin no earlier than September 1 and terminate no later than June 30. The "Work Year" will include days when pupils are in attendance (180 days), one orientation day at the beginning of the school year (the day will not occur prior to September 1) and three (3) other days of Professional and /or Curriculum development scheduled mid year on which a teacher's attendance is required. Effective July 1, 2007, the work year defined above shall include one (1) additional day of professional and/or curriculum development

Section D: Duty-Free Lunch/Preparation Periods

1. Teachers will have a duty free lunch period at least the length of a regular student lunch period. Elementary school luncheon aides will be used to implement this provision.
2. Teachers will have a thirty (30) minute duty-free lunch period.
3. All Middle School and High School classroom teachers will have, in addition to their lunch period, a full and uninterrupted preparation period during which they will not be assigned to any other duties. Preparation periods will be at least as long as a typical regular class period as scheduled for that day.
4. All elementary teachers, in addition to their lunch period, will have at least 40 uninterrupted minutes per day to be used for individual preparation and common planning time. Common planning time may be called by the administration no more than twice a month.
5. Nurses shall have a thirty (30) minute duty-free lunch period unless they are required to attend to an emergency or unforeseen medical need of a student(s).
6. It is understood that preparation periods do not apply to nurses. In addition, it is understood that nurses will not be required to perform non-teaching duties.

Section E: Teaching Load

1. All Middle School and Senior High School teachers will not be assigned more than seven (7) periods per day, consisting of at least one (1) full and uninterrupted preparation period and not more than six (6) student supervision periods. Schedule of supervisory personnel will provide time for supervision of instruction within the department without depriving them of a daily preparation period.
2. Academic subject area Middle and Senior High School teachers will not be required to teach more than two (2) subjects, nor prepare for more than three (3) specific course designations per day.
3. For purposes of Section E - Item 2, "Academic Subject Area" and "Subject" are defined as any of the following:

English	Grade 6 Reading/Language Arts
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Social Studies	Mathematics
World Languages	Science
Grade 7 &8 Reading	

- It is understood and agreed that if a teacher's annual schedule contains an exception to the provision of this section, the teacher will be provided with the weekly equivalent compensatory time. "Weekly equivalent compensatory time" will be defined as equal to two additional preparation periods within each appropriate schedule cycle.

Section F: Meetings

1. Staff Meetings

Teachers may be required to remain after the end of the regular workday to attend no more than four (4) hours of staff, building, or curriculum committee planning meetings each month. Teachers will be notified of such meetings at least forty-eight (48) hours in advance and must be given, at that time, the agenda for such a meeting. It is understood that no more than one (1) meeting will extend longer than one (1) hour, but not longer than two (2) hours

2. Curriculum Planning

DELETED

3. Parent Meetings

Teachers may be required to attend three (3) evening meetings each year. Up to two (2) additional evenings for parent conferences and curriculum nights may be added at the discretion of the principal. Teachers shall be compensated \$100 for each of these evenings if used. Attendance at all other evening meetings will be at the option of the individual teacher.

Nurses will comply with the provisions of Section F to the extent requested by the Building Administrator and/or the Administrator of Special Education.

Section G: Exceptions

Exceptions to provisions of Section C or D above may be made only if the Superintendent (or his/her designee) determines that it is necessary to do so in the best interest of the education process. A disagreement over whether an exception is justified will be subject to the grievance procedure beginning at the level at which the determination is made.

ARTICLE VIII

NONTEACHING DUTIES

Section A: Extracurricular Activities

Teachers will be compensated for all participation in extracurricular activities in accordance with the provisions of Appendix A.

Section B: Substitute Teaching

When teachers are required to use preparation periods to cover other classes, such teachers shall accumulate these periods, and for each six periods so accumulated shall be given a day off with pay. Teachers will be allowed to carry over these periods from one year to another, but not for more than two consecutive years. Time off under this provision shall not be deducted from any other leave. No teacher shall be allowed to accumulate more than two days in the school year under this provision; provided, however, that after such accumulation, the teacher will not be assigned any duty during his/her preparation period.

Section C: Bus Duty

Morning or afternoon bus duty where required will be performed by volunteers. Should there be insufficient volunteers; bus duty will be performed on a rotation basis. Any teacher performing morning or afternoon bus duty will be released from school in order to grant compensatory time off which equals bus duty time.

Section D: Evening Events

Supervision of evening events, such as games, plays, dances, etc., shall be paid at the rate of \$20.00 per hour. Such assignments will be distributed equitably.

ARTICLE IX

TEACHER EMPLOYMENT

Section A: Break in Service

Upon re-employment after resignation, teachers with previous experience in the Watertown Public School System shall not receive credit for the purpose of seniority, except those employees whose seniority was protected under Article XI of the November 19, 1989 contract between the Watertown School Committee and the Watertown Educators Association.

Section B: Part-Time Service

As of September 1, 1982, teachers employed on a part-time basis will accrue seniority proportionate to their part-time employment status.

Section c: Criminal Offenders Records Investigation (CORI)

Teachers shall submit to a Criminal Offenders Records Investigation (CORI) once every three years as a term and condition of continued employment. The School Committee reserves the right to require a teacher to submit to an additional CORI during the three-year period only under unusual circumstances.

The Director of Personnel or designee of the Superintendent shall notify the employee when the CORI check will be conducted.

Under circumstances where the results of the CORI call into question an employee's eligibility for continued employment the employee will be notified. The review of the CORI information for determining an individual's continued eligibility for employment will be as follows:

1. The individual with union representation, if requested, will meet with the Director of Personnel or other designee of the Superintendent to discuss the information collected by the CORI check.
2. The individual will be given the opportunity to give any and all fact relative to the findings of the report

Any action taken on the basis of CORI results will be subject to the grievance process under just cause provisions of the collective bargaining agreement.

CORI is not subject to the public records law and may not be disseminated to unauthorized person for any purpose "other than to further the protection of children." CORI may always be shared with the individual to whom it pertains.

CORI files shall be kept in a locked file cabinet in the Central Office. Only School Committee members, the Superintendent, the Principal of the school to which the teacher is assigned, the Personnel Director, and a designated confidential secretary shall have access to CORI information.

ARTICLE X

TEACHER ASSIGNMENT

Section A: Annual Schedule

Teachers will be notified of their programs for the coming school year, including the schools to which they will be assigned, the grade and/or subjects that they will teach, and any special or unusual classes that they will have, as soon as practicable under normal circumstances not later than June 15th. If extenuating circumstances make a subsequent change in schedule necessary, the administration will notify the teacher as soon as possible prior to school opening.

A tentative schedule of staff meetings will be supplied to each teacher during the first week of school in September.

Section B: Special/Unusual Assignments

In order to assure that pupils are taught by teachers working within their areas and competence, teachers will not be assigned, except temporarily and for good cause, outside the scope of their teaching certificates and/or their major or minor fields of study.

Section C: Voluntary Assignments

Preference in grade and subject assignment and transfers will be duly considered according to the provisions of Article XX Transfer/Seniority.

Section D: Inter-School Assignments

1. In arranging schedules for teachers who are assigned to more than one school, an effort will be made to limit the amount of inter-school travel. Such teachers will be notified of any changes in their schedules as soon as practicable.
2. Teachers whose duties entail visiting more than one school in any one school day will be paid for all inter-school and/or school department business driving done by them based on the IRS rate.

Section E: Fair Practices

The personnel policies and practices of the Watertown Public Schools will ensure that no person will be employed, retained, paid, dismissed, suspended, demoted, transferred, or retired because of race, color, national origin, religious belief, residence, physical disability, political activities, professional association activity, age, marital status, family relationship, sex, or sexual orientation.

ARTICLE XI

TEACHER EVALUATION

Section A: Observations and Reports

1. All observation of the work performance of a teacher will be conducted openly and with full knowledge of the teacher.
2. A teacher will be given a written copy of any evaluation report prepared by his/her evaluator and will be given the right to discuss such reports with his/her superiors as expressed in school administration policy.

Section B: Personnel Files

1. Teachers have the right to review the contents of their personnel file except for materials of a confidential nature received at the time of initial employment. A teacher will be entitled to have a representative of the Association accompany him/her during such review.
2. No material derogatory to a teacher's conduct, service, character or personality will be placed in his/her personnel file unless the teacher has been so informed. The teacher will acknowledge that he/she has had the opportunity to review such material by affixing his/her signature to the copy to be filed with the express understanding that such signature in no way indicates agreement with the contents thereof. The teacher will also have the right to submit a written answer to such material and his/her answer shall be reviewed by the Superintendent and attached to the file copy.
3. If any material, excluding that material referred to in item 1 of this section, is placed in the personnel file of a teacher without acknowledgment by that teacher (or a statement signed by a witness indicating that said teacher saw the document and refused to acknowledge it), that document shall be removed and, if possible, returned to its source.
4. If a teacher refuses to affix his/her signature acknowledging that materials are to be placed in his/her personnel file, then a witness may sign that the teacher was informed and refused to sign.

ARTICLE XII

TEACHER FACILITIES

Section A: Safety and Health

The parties emphasize the importance of channels of communication related to health and safety issues. Accordingly, they agree that:

1. There should be a Health and Safety Committee in each school consisting of building administration, teachers, and interested parents. The existing "Tools for Schools" Committees may (as now constituted or as expanded) serve this function. The Health and Safety Committee shall bring to the attention of, as appropriate, building administration, central administration, and the School Committee any concerns as to health or safety issues in the building including, but not limited to, evidence of non-compliance with applicable town, state, or federal standards and recommendations for improvements.
2. In any renovation project in a school for over \$1,000,000 or for new construction, the Association may request the Superintendent to establish a four member committee to consist of two members appointed by each party. The purpose of the Committee shall be to establish communication between the Association and the administration regarding any matters related to the project including health and safety and to assist the work of the Health and Safety Committee in the building in which the renovation or construction occur.

3. A Study Committee will be established for the purpose of studying health and safety issues. The Committee shall be comprised of representatives of the WEA and representatives of the School Committee (or their designees).

Section B: School Facilities

To the extent possible, each school will have the following facilities:

1. Space in each classroom in which teachers may safely store instructional materials and supplies;
2. A teacher work area containing equipment and supplies to aid in the preparation of instructional materials;
3. A serviceable desk and chair for the teacher in each classroom;
4. A portion of the parking lot at each school will be reserved for teacher parking;
5. A telephone for faculty use shall be allowed in each school without cost.
6. For the term of the contract, the School Committee will annually set aside 2.5% from the capital spending account, subject to full appropriation from the Town, for use in improving the working conditions for teachers. The allocation of this amount by building will be based on the professional headcount in each building as determined by the FTE staffing chart in the Superintendent's Office. The expenses from this appropriation are to be approved by the Superintendent and the School Committee.

ARTICLE XIII

SICK LEAVE

Section A: Entitlements

Teachers shall receive fifteen (15) days of sick leave each school year whether or not they report to work on the first day of school, except for teachers on sabbatical or on unpaid leave of absence.

Section B: Accumulation

1. Sick Leave days may be accumulated from year to year.
2. The Central Office will issue to each individual teacher a notification informing the individual teacher of the amount of sick leave accumulated to date at the beginning of each school year.

Section C: Sick Leave Bank

The Sick Leave Bank shall be administered by a Sick Leave Bank Committee comprised of two (2) members designated by the Association and two (2) members designated by the Committee. The Sick

Leave Bank Committee shall determine the eligibility for members requesting leave from the Bank and the amount of leave to be granted. Toward this end, the Sick Leave Bank Committee may require medical certification from the member requesting leave. The following criteria shall be used by the Sick Leave Bank Committee determining eligibility and amount of leave.

1. Membership Each teacher may contribute by October 1st of each school year, one day of his/her accumulated sick leave to the Sick Leave Bank. Only those teachers who voluntarily contribute to the Bank each year shall be eligible for its benefits. If a teacher is hired after the start of the school year, he/she will have thirty (30) days to join the Bank.
2. No teacher will receive more than sixty (60) days from the bank in one school year.
3. Sick Leave Bank days shall carryover from year to year without limitation.
4. Decisions of the Sick Leave Bank Committee are final and binding and not subject to appeal.

ARTICLE XIV

TEMPORARY LEAVES OF ABSENCE

Section A: Preamble

The Watertown School Department and the WEA agree it is important to "protect academic time" and to recognize that the teaching staff are professionals. With this in mind, employees should use personal time only for personal business/needs which cannot be accomplished before or after normal school hours or on school vacations.

Recognizing that these needs arise and that our staff should be treated as professionals, the School Department will not require the employee to specify the reasons for a personal day absence except as outlined below. Employees will be required to provide a reason for a personal day which is to be taken on the day immediately before or after a weekend or school vacation or holiday.

Section B: Entitlement

Teachers will be entitled to the following temporary leaves of absence with pay each school year:

1. Personal Leave

Two (2) days of excused absence for legal, business, household, or family matters which require absence during school hours. Those days not used may be converted to sick days as needed or at year-end.

2. Religious Observance

At the sole discretion of the Superintendent, employees may be given up to two (2) days of leave for religious observance when these days do not coincide with the school vacations. An employee may also use unused sick days for such purpose. Any employee seeking such leave must do so in

writing to the Superintendent at least ten (10) working days in advance of the requested leave, or by the first day of school.

3. School Visitations

At least one (1) day will be provided for the purpose of visiting other schools or attending meetings or conferences of an educational nature.

4. Legal Proceedings

If a teacher is required by law to attend, time necessary for appearance in any legal proceeding connected with the teacher's employment in the Watertown Public Schools will be granted.

5. Funeral Leave

- a. Up to five (5) days at any one time in the event of death of a teacher's spouse, child, son-in-law, daughter-in-law, parent, sibling, or any other member of the immediate household.
- b. Teachers will be granted up to three (3) days at any one time in the event of death of a teacher's grandfather, grandmother, father-in-law or mother-in-law.
- c. Teachers will be given one (1) day for the funeral of any other relative, or teachers may be granted one (1) day for the funeral of another person with the approval of the Superintendent.

6. Bedside Care

Up to five (5) days annually in the event of serious illness requiring bedside care or household attention of the teacher's spouse, child, son-in-law, daughter-in-law, parents, sibling, or other member of the immediate household. The administration may require a doctor's certificate attesting to the seriousness of the illness.

7. Adoption Legal Proceedings

A teacher shall be allowed reasonable time off necessary to effect the adoption of a child. Such leave with pay will be deducted from accumulated sick leave and such leave shall be subject to the approval of the Principal. The Principal's approval shall not be unreasonably withheld.

Section C: Approval

Leave taken pursuant to Section B above will be in addition to any sick leave to which the teacher is entitled. Approval for such leave will not be unreasonably withheld.

Section D: Requests for Leave

All requests for leave under this article will be submitted in writing at least seventy-two (72) hours prior to commencing leave. In the case of an emergency, a request should be made verbally and

followed by written memorandum submitted upon returning from leave. The Central Office will provide leave request forms. The President of the Association or his/her designee shall have access to the leave files at reasonable times and places.

Section E: Emergency Leave

Principals and the Headmaster will have discretion to grant up to two (2) hours off to a teacher for personal urgent reasons.

ARTICLE XV

EXTENDED LEAVES OF ABSENCE

Section A: Association Activities

The Committee agrees that a teacher designated by the Association will, upon request, be granted a leave of absence for up to two (2) years without pay for the purpose of engaging in Association (local, state or national) activities. Upon return from such leave, a teacher will be considered as if he/she were actively employed by the Committee during the leave and will be placed on the salary schedule at the level he/she would have achieved if he/she had not been absent.

Section B: Exchange Program

A leave of absence without pay of up to two (2) years will be granted to any teacher who joins the Peace Corps or serves as an exchange teacher, and is a full-time participant in either of such programs. Upon return from such leave, a teacher will be considered as if he/she were actively employed by the Committee during the leave and will be placed on the salary schedule at the level he/she would have achieved if he/she had not been absent.

Section C: Military Leave

Military leave will be granted to any teacher who is inducted or enlists in any branch of the armed forces of the United States. Upon return from such leave, a teacher will be placed on the salary schedule at the level he/she would have achieved had he/she remained actively employed in the system during the period of his/her absence up to a maximum of three (3) years.

Section D: Extended Bedside Care

A leave of absence without pay or increment of up to one (1) year will be granted for the purpose of caring for a sick member of the teacher's immediate family. Additional leave may be granted at the discretion of the Committee.

Section E: Public Office

The Superintendent of Schools may grant a leave of absence without pay or increment to any teacher to campaign for or serve in a public office.

Section F: Extended Sick Leave

1. Any teacher whose personal illness extends beyond the period compensated will be considered on a leave of absence without pay for such time as is necessary to complete recovery from such illness; but in no event longer than the duration of the school year. Requests for such leaves will be supported by appropriate medical evidence.
2. After three (3) years of continuous employment in the Watertown School System a teacher may be granted a leave of absence, without pay, for up to one (1) year for health reasons. Requests for such leave will be supported by appropriate medical evidence.

Section G: Career Exploration

A teacher shall be entitled to leave without pay or increment for a period not exceeding one (1) school year for the purpose of exploring an alternative career provided the teacher files his or her intent to take such a leave along with an appropriate description/documentation of the expected experience by March 1 of the preceding school year.

Section H: Discretionary Leaves

Other leaves of absence without pay may be granted by the Superintendent of Schools.

Section I: Retention of Benefits

All benefits to which a teacher was entitled at the time of his or her leave of absence commenced, including unused sick leave, will be restored to him/her upon his/her return, and he/she will be assigned the same position which he/she held at the time said leave commenced, if still in existence and vacant, or if not, a substantially equivalent position.

Section J: Extension of Leaves

All requests for extension of renewals of leaves, except as provided for below, will be applied for in writing at least sixty days in advance. A teacher's entitlement to his/her prior position upon return from such extension or renewal will be arranged on an individual basis.

Section K: Notifications

A teacher on leave must inform the Superintendent, in writing, prior to March 1, if the teacher intends to return to full time teaching the following year.

ARTICLE XVI

MATERNITY AND CHILD CARE LEAVE

Section A: Period of Leave

Leave for child care arising out of the birth or adoption of a child will be granted without pay or increment. In the case of a teacher with professional status its maximum duration shall be limited such that all absence from work arising out of the birth or adoption shall impact no more than two (2) consecutive school years. In the case of a teacher without professional status, such impact shall not exceed one (1) year from September following the first request for absence arising out of the birth or adoption.

Section B: Retention of Benefits

All benefits to which a teacher was entitled at the time his/her leave of absence commenced, including unused sick leave, will be restored to him/her upon his/her return, and he/she will be assigned the same position which he/she held at the time said leave commenced, if still in existence and vacant, or if not, a substantially equivalent position.

Section C: Notice of Intent to Return

A teacher on leave must inform the Superintendent, in writing, prior to March 1, if the teacher intends to return to full time teaching the following year.

ARTICLE XVII

**PROFESSIONAL DEVELOPMENT
AND EDUCATIONAL IMPROVEMENT**

Professional development involves those activities that enable an educator to maintain professional skills, remain current with new developments in the field, continue to broaden his/her professional repertoire, and adjust to a change in job focus. The goal of professional development is to enhance the quality of education provided for students through the improvement of instruction.

It is agreed that the professional development of teachers and administrators is essential to further the educational objectives of the school system. The Watertown Public Schools should provide innovative growth opportunities, such as workshops, conferences, in-service courses, career path options, sabbaticals, and tuition reimbursements.

Educators in the Watertown Public Schools value professional development and recognize it as an essential component of their work. It is the responsibility and the desire of the Watertown educator to take advantage of the range of opportunities available.

The ongoing support of the Watertown Public Schools and its staff for professional development will provide a school climate of collegiality and collaboration. Ultimately, this climate will promote an exciting and creative learning environment for the entire school community.

Section A: Workshops, Seminars, Conferences

1. Attendance at workshops, seminars, and conferences is recognized as vital to the continued growth of the Watertown educator. As a manifestation of the importance of staff access to professional development programs, the School Committee will budget funds for these purposes.

2. Staff members who attend professional improvement sessions at the request of the Superintendent, or his/her designee, will be reimbursed for expenses incurred (such as fees, meals, lodging, and/or transportation), according to School Department Travel Guidelines.
3. Staff members who, on their own initiative, request to participate in a professional meeting, will also be reimbursed the registration for the conference and for reasonable, documented expenses* subject to administrator approval and the availability of budgetary resources. It is agreed that the School Committee will budget a minimum of \$4,000 annually for this purpose. The allocation of this amount by building will be based on the professional headcount in each building as determined by the FTE staffing chart in the Superintendent's Office. The distribution of this amount will be reviewed by the Site Based Council in each building, if such a Council is in place, or by a faculty-based organization convened for that purpose if such a Council has not been established.

* Maximum of \$25 per day for expenses plus mileage to be computed at the IRS rate

Section B: In-Service Courses/Conferences

As part of the overall professional development effort, the School Committee will fund the activities of the Professional Development Council in organizing and implementing a system-wide program of release days, after-school workshops, and other in-service courses. In recognition of the expertise resident in the staff of the Watertown Public Schools, the School Committee will also fund in-service programs to be conducted by Watertown educators.

Staff members offering approved after-school in-service programs shall be paid at the rate of \$35 per presentation hour (this rate includes \$20 for presentation time and \$15 for preparation time). All requests must be approved by the Assistant Superintendent.

Stipends (at the rate of \$25/hour, not to exceed 4 hours per workshop*) will be paid to teachers who prepare workshops for early release days, although it is understood that no teacher will be compensated for the time actually spent in the presentation. (*It is expected that two hours of preparation are necessary for one hour of presentation.)

Section C: Tuition Reimbursement

Vigorous course taking activity is still another sign of an active and engaged educator. In an effort to encourage and support this endeavor, the Committee will reimburse staff members 50% of the total cost of paid tuition and registration for courses taken at colleges, universities, and other approved institutions, not to exceed \$1,000 per teacher per term, upon successful completion of the course. The courses must be job-related or part of a degree program and must be approved in advance by the staff member's immediate supervisor, the building Principal, and Assistant Superintendent. Decisions rendered by the administration regarding the eligibility of a given course are not subject to grievance. The School Committee will set aside \$30,000 (\$10,000 available in September, \$10,000 available in January, and \$10,000 available in June) and any balance remaining from any period will be allocated to summer workshops.

There may also be times when the Superintendent formally requests that a certified teacher obtain additional certification. In these cases, the Committee will pay the cost of paid tuition of all courses at any accredited college or university.

Section D: Student Teacher Vouchers

All student teaching vouchers will be presented to cooperating teachers. Cooperating teachers may also assign the use of their respective vouchers through the Superintendent's Office by written communication indicating a designated WEA member. The Superintendent and the Association will conduct a lottery from staff requests when cooperating teachers neither use nor assign their vouchers.

Section E: The Professional Development Council

The Professional Development Council, in conjunction with the Assistant Superintendent, will organize, implement, publicize, and evaluate the professional development activities listed in this section. The Council will be chaired by a member of the Association and the Assistant Superintendent and will include members from all schools and units in the Association. The Council will meet on a regular basis in an effort to support the school system's statement of purpose and explore the full range of possibilities for the continued development of the professional staff.

Section F: School-Based Management

The Watertown Educators Association and the Watertown School Committee agree that school-based management represents an effective way for the school system to operate. It defines how authority and responsibility are shared by all members of the education community. The Watertown School Committee and the Watertown Educators Association believe that all children can learn under conditions that are right for them. School-based management allows a school to restructure in ways that meet the needs of all students. As established by the Educational Reform Act of 1993, the sharing of authority and responsibility takes place through a formal process in which the principal, teachers, parents, and others can identify a school's strengths and needs.

Section G: Career Path Options

1. The Watertown School Community believes that the professional educator should have the opportunity to experience a variety of teaching and administrative assignments. It is agreed that variety in assignments and buildings can serve a positive function for both the individual and the school system. Such diverse opportunities will be an integral part of the overall professional development program and will include, but not be limited to, the following:
2. Encouragement of staff-initiated requests for varied teaching assignments (i.e.; collaborative teaching, peer observation, change of buildings, change of levels, etc.)
3. Participation in the Massachusetts Teacher Exchange Program.
4. Opportunities for teachers to intern with system administrators.

5. The Watertown Educators Association and the Watertown School Committee agree that certain administrative positions, subject to appropriation by the School Committee, will rotate with limited terms of office to offer career advancement opportunities to as many qualified professionals as possible. Such positions will be limited to members of Unit A, unless no qualified applicant applies, and will include curriculum associates (2 years), Director of Community Education [includes summer school and adult education] (3 years). Continued service beyond the first year for each of the positions will be subject to the continued interest of the incumbent and the assessment by the supervisor. The incumbent shall be ineligible for successive appointments beyond the term as described unless there are no other qualified applicants.

Section H: Sabbatical Leave

Sabbatical leave is recognized as an important component of the overall professional development program. Subject to the provisions of M.G.L. c.71, 41A, (See Appendix E, Section E of this Agreement) upon recommendation by the Superintendent of Schools and approved by the School Committee, sabbatical leaves will be granted for study to a member of the teaching staff by the Committee, subject to the following conditions:

1. No more than three percent (3%) of the teaching staff will be absent on sabbatical leave at any time.
2. Requests for sabbatical leave must be received by the Superintendent of Schools in writing in such form as may be required by the Superintendent of Schools no later than May 1 of the school year prior to that school year for which the sabbatical leave is requested.
3. The teacher has completed at least seven (7) consecutive full years of service in the Watertown School System.
4. Sabbaticals at 75% of base salary may be granted for one-half of the school year.
5. The teachers will agree to return to employment in the Watertown School System in conformity with statutory requirements.
6. Teachers on sabbatical leave will retain all benefits as if not on leave. Retirement contributions based upon salary received and other benefits shall continue. Teachers on sabbaticals will not accumulate sick or personal leave for that period of time on sabbatical.

ARTICLE XVIII

ASSOCIATION SECURITY

Section A: Dues Deduction

The Committee agrees to authorize the Auditor and Treasurer to deduct from the salaries of its employees dues for the Watertown Educators Association, or any one of such Associations as said teachers individually and voluntarily authorize the Committee to deduct and to transmit the monies promptly to such

Association or Associations. Teacher authorizations will be in the form set forth by the Association. Deductions from earnings will be in twenty (20) consecutive, equal payments beginning in October.

Section B: Agency Fee

1. In accordance with the provisions of General Laws, Chapter 149, 178L as amended by c.463 of the Acts of 1970, and G.L. c.180, 176, the Committee shall deduct an Agency Fee from each teacher who is not a member of the Association, as a condition of said teacher's continued employment in the Watertown Public Schools, and to transmit the monies to the Watertown Educators Association Treasurer.
2. Deductions referred to above will be made in equal payments in amounts certified by the Association Treasurer as being the regular membership dues of the Association, the Massachusetts Teachers Association and the National Education Association. Deductions from earnings will be in twenty (20) consecutive, equal payments beginning in October.
3. This amount to be withheld by the Committee as an Agency Fee shall be proportionately commensurate with the costs of collective bargaining and contract administration.
4. The amounts deducted will be submitted to the Association Treasurer as soon as is reasonably possible after the issuance of the paychecks from which the deductions were taken.
5. The Association shall indemnify the Committee against any damages or legal fees expended in compliance with this Section and shall comply with any rebate procedure or any process as may be required by State, Federal or Constitutional law. The failure of the Committee to perform any responsibility under this section, including but not limited to the failure of the Committee to notify the teacher on or before the teacher's initial employment date after August 31, 1988 of such teacher's obligation to join the Association or pay an agency service fee, shall excuse the Association from its indemnification obligation hereunder in any legal proceeding brought by or in behalf of such individual teacher.
6. Newly-hired teachers shall be required to sign a form acknowledging receipt of such notice from the School Department. A copy of such form shall be supplied to the Association by the Department.
7. If the Association offers counsel to represent the Committee and the Committee declines, choosing instead to be represented by its own Attorney, the Association shall not be responsible for legal fees or other litigation expenses of the Committee but shall remain liable for damages.

ARTICLE XIX

INSURANCE COVERAGES

When, and if, authorized by the Town of Watertown, the School Committee agrees to increase its percentage of contribution to teacher health insurance to the amount authorized by the Town for its employees.

Health insurance premium contributions shall be split on the basis of ninety percent (90%) paid by the Town of Watertown and ten percent (10%) paid by the teacher for family or individual coverage. The current insurance plans shall remain in effect except as amended herein.

Effective July 1, 2007, the current HMO plans available to teachers shall remain in effect except as revised to include the following co-payments:

Office Visit	\$15
Emergency Room	\$75
Prescription Drug	\$10 (generic); \$20 (Brand); and \$35 (non-preferred_
In-Patient Co-Pay	\$250
Out-Patient Co-Pay	\$100

Effective July 1, 2007, a Health Reimbursement Account (HRA) as defined by section 105 and 106 of the IRC will be created by the committee or Town consistent with and in accordance with applicable provisions on the Internal Revenue Code and state law. The purpose of the HRA will be to reimburse bargaining unit members for in-patient and out-patient co-payment expenses. A reimbursement procedure will be developed and the parties will engage in good faith negotiations to accomplish that. The teacher must provide a receipt that the payment was made and for which reimbursement is sought. The purposes or detail of the medical service sought shall not be requested as part of the reimbursement process. The School Committee will make every effort to obtain reimbursement for unit members from the Twon in a timely fashion.

The parties shall advise the Town that the above plan designs and co-payment changes have been agreed upon and request the Town engage in the process set forth in G.L. c. 32B, as well as any other processes provided for by law, to implement the plan design changes set forth herein so that implementation will occur on July 1, 2007. The WEA and the WEA's Insurance Advisory Committee representative shall endorse the plan design changes listed above.

The WEA bargaining units A, B, & C shall have a group cap of \$75,000 for FY '08. Subscribers shall be eligible for reimbursement of co-payments for in-patient and out-patient services. At the end of FY'08, the group cap amount will be reviewed and adjusted at a meeting between the WEA and the School Committee representatives to accommodate the demand based on the FY'08 experience. Absent mutual agreement, the cap shall remain at \$75,000 and neither the Town of Watertown nor the School Committee shall have any liability for any reimbursements in excess of \$75,000 in either FY '08 or FY'09.

ARTICLE XX

TRANSFER/SENIORITY

Section A: Transfers

The Watertown School Committee and the Watertown Educators Association agree it is important for professionals to work in interesting, rewarding positions in order to create an environment of growth and satisfaction; therefore, employees are encouraged at any time to notify the Superintendent in writing of their interest in initiating a transfer.

1. **Definitions:**

a. **Transfer**

A transfer is any voluntary or involuntary change of position within a school or between schools as defined in "change" below.

b. **"Change"**

A change of position is a change in schools, or a change between levels (i.e., elementary or secondary), but not a change of assignment within a discipline in a given school.

c. **"Discipline"**

Discipline shall mean "academic subject area" as defined in Article VII Section E(3), or "Specialty Area" as defined in Article XXI Section E (3).

d. **"Vacancy"**

A vacancy exists when there is established any new or additional position in the bargaining unit or when there is an opening in an existing position because an employee leaves that position [either permanently or for a period of at least two full terms in length], or when an employee notifies the Superintendent in writing of his/her acceptance of a pending transfer and it is determined that the position thus created will not be filled from within the building through a reallocation of staff.

2. **Voluntary Transfers**

- a. Employees desiring transfers will submit a written request to the Superintendent specifying the location and/or assignment desired. Requests must be acknowledged in writing by the Superintendent. When such a vacancy exists, the Principal may request an interview with such teacher(s). Approval for such transfer shall be decided by the Principal and shall not be unreasonably withheld.
- b. Anyone interested in a transfer to fill a posted vacancy must notify the Superintendent within the deadline for applications as posted which shall be no less than ten (10) business days after the in-house posting.

3. **Involuntary Transfers**

From time-to-time, when no qualified person applies for a vacancy, it may become necessary for the Superintendent to initiate a transfer. When an involuntary transfer is necessary, the least senior employee who is qualified within the discipline or elementary division (K-5) shall be considered first. In the case of equivalent candidates for involuntary transfer, the least senior employee will be transferred.

Procedure:

- a. An involuntary transfer will be made only after a meeting between the employee involved and the Superintendent following which time the employee will be notified in writing of the reasons for the transfer. In the event that the employee objects to the transfer at the meeting, the employee may notify the Association, and the Superintendent, upon request, will meet with a representative of the Association to discuss the transfer. A teacher, involuntarily transferred, may appeal to the Superintendent, whose decision with respect to any transfer shall be final.
- b. If an employee who is involuntarily transferred has not taught either within the area of certification to which he/she is transferred in at least one of the last five years, the School Department must provide at its expense at least 12 credit hours in relevant coursework during the next three years.

4. **Notice of Transfer**

Notice of all transfers will be given to employees as soon as possible, under normal circumstances, not later than at the end of the school year.

Section B: Posting of Vacancies

No professional vacancies shall be filled prior to an in-house posting for a period of ten (10) business days. Following the regular school year, notices of such vacancies shall be posted on the District's website with copies mailed to the President of the Association.

Section C Vacancies and Transfers

It is understood that the Superintendent possesses all of the decision making authority with regard to transfers as described in Article III and XX of this Agreement, and that a nurse who is involuntarily transferred may also appeal to the Superintendent whose decision with respect to such transfer is final.

ARTICLE XXI

REDUCTION-IN-FORCE

Section A: Scope

This Article refers to teachers serving at the discretion of the School Committee.

Section B: Seniority Determination

1. "Length of Service", that is seniority, as used in this Article of the collective bargaining agreement shall be determined as follows:
 - a. A teacher's length of continuous service in bargaining Unit A in years and days shall be reckoned from the date a teacher assumes instructional duties in the Watertown Public School System pursuant to a teacher's contract provided that long-term substitute service,

immediately followed by an appointment to a permanent position, shall be credited towards seniority.

- b. An administrator's length of continuous service in bargaining Unit C in years and days shall be reckoned from the date the administrator assumes said duties in the Watertown School System as an administrator.
- c. Leaves of absence shall be considered as breaks in continuous service. All unpaid leaves of absence, except those pursuant to Article XVII, Section H, shall be excluded from the computation of length of service.
- d. Ties in length of service shall be resolved by first comparing the highest level of professional attainment as evidenced by degrees granted by a *bona fide* institution of higher learning in the following order:

Doctorate, CAGS, Masters, Bachelors; and secondly, through the administration of a lottery conducted in a fair and reasonable manner by the Association and the Administration.

2. A member of Units B or C shall have all continuous service in the Watertown Public School Department credited toward seniority upon entering or re-entering Unit A.
3. A member of the Watertown School Department serving in an educational capacity but who is not presently a member of Unit A, B, or C shall have credited toward seniority upon entry or reentry only that service, if any, which was as a member of one or more of those units.

Section C: Seniority Units

For purposes of this Reduction-in-Force Policy as it pertains to Unit A personnel, grades K-5 and grades 6-12 respectively, will be considered separate units.

Section D: Preliminary Considerations

1. If a reduction-in-force becomes necessary:
2. Staff member's standing on the salary schedule will not affect teacher reduction.
3. With regard to Unit A, the reduction-in-force shall be accomplished, whenever possible, through attrition within departments and with regard to Unit C, whenever possible, through attrition.
4. Whenever possible, the Superintendent shall arrange transfers from one department to another where specialized certification exists.
5. Services normally performed by a person(s) who has been laid off shall not be performed by anyone who is not a member of the bargaining unit where the layoff was effected.

Section E: Layoff Procedure

1. Notification

Teachers who are to be affected by a reduction in staff must be notified in writing no later than April 15 of the school year preceding the year in which the reduction will take effect. Said notice shall include the specific reason for the layoff.

2. Layoff Criteria

If reduction in-force becomes necessary, it will be accomplished by an evaluation of teacher's performance, certification, length of service in Watertown, and professional growth. Length of service will be the decisive factor if the Superintendent deems all other criteria to be equal.

3. Bumping Rights

- a. **For Units A, B, and C:** In cases where length of service is the decisive factor in the layoff of a teacher or administrator with professional status, to be eligible to "bump" another teacher or administrator with professional status and with less seniority in the system from his/her position, the laid off individual must be appropriately certified and have taught in that position within the last five (5) years.
- b. **All Specialists:** For purposes of layoff (reduction-in-force), in their respective areas are considered K-12, unless they are otherwise specifically certified: Art, Bilingual/ESL, Guidance, Library/Instructional Technology, Music, Physical Education/Health, Reading, Special Education, and School Adjustment Counselors.

An individual who has been serving in an elementary or secondary specialist position would retain his/her "bumping rights" to a position if it is within the area of certification in which they have previously taught as an employee of the Watertown Public Schools and only if he/she agrees to the development of a professional development plan which must be approved by the Superintendent and within which he/she would agree to complete up to 12 course credits within three years in an area related to the position to which the person seeks reinstatement. Payment for these courses are at the expense of the employee.

Section F: Recall procedure

1. Teachers who have been laid-off shall be entitled to recall rights for a period of two (2) years from the effective date of their respective layoff.
2. During the recall period, teachers shall be notified by certified mail to their last address of record and given preference for positions as they develop, in the reverse order of their respective layoff.
3. All benefits to which a teacher was entitled at the time of lay-off shall be restored in full upon re-employment within the recall period.
4. During the recall period teachers who have been laid-off shall be given preference on the substitute list if they so desire.

Section G:

Any reduction in force involving the nursing staff, will be in compliance with Civil Service laws and procedures.

Section H: Waiver Letter

WAIVER

I, _____, understand that I am being laid off by the Superintendent of Schools.

I understand that I am being placed on involuntary unpaid leave of absence until the end of the recall period during which I have recall rights as provided under the collective bargaining agreement between the Committee and the Watertown Educators Association and during which I retain statutory rights of a teacher with professional status to the extent permitted by law.

I understand that if I have not been recalled during the leave of absence, at the expiration of such leave my employment terminates.

I hereby agree not to exercise and I hereby waive my statutory hearing rights under MGL Sec. 42 and/or my rights under M.G.L. c.71, Sec. 43A in order to protect my contractual rights under M.G.L. c.150E.

In the event of my recall this release is null and void for any subsequent termination of employment.

This waiver consists of the above plus all of the provisions including the memo addending the attached Agreement between the Watertown School Committee and Watertown Educators Association which I have read and which I agree are binding on me as well as on the School Committee and Association.

Employee

Address

City/Town, State, Zip Code

Date: _____ Tel: _____

ARTICLE XXII
DURATION

This Agreement shall remain in force from date of signing until the first meeting of the School Committee in September, 2009, which in no event will be later than the third Wednesday of September, 2009. However, it is also understood that a negotiated agreement will be achieved on or before August 31, 2009 for review and ratification by each party. Either party upon prior written notice to the other, not later than October 1, 2008 may request to renegotiate this agreement for the school year 2009-2010. Such renegotiations shall be limited to the Article or Articles specified in such notice. Except where otherwise specified, the successor will be effective September 1, 2009.

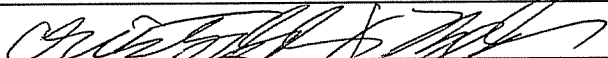

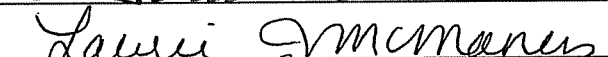
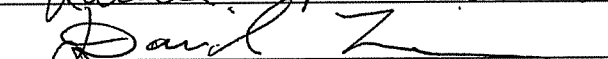
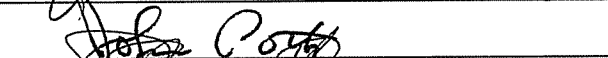

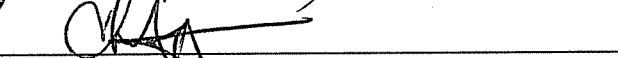
The timetable for negotiations of a successor agreement shall be as follows:

Either party, upon written prior notice to the other, not later than October 1, 2008, may request renegotiation for the school year 2009-2010 with respect to the subject matter of any or all Articles of this agreement. Such renegotiation shall be limited to the Article or Articles specified in such notice. Except where otherwise specified, the successor contract will be effective September 1, 2009.

August 31, 2009. If by this date a tentative agreement has not been reached by the Negotiating Teams, either party may petition the Massachusetts State Board of Conciliation and Arbitration for the assistance of a Mediator.

October 15, 2009. If by this date, the Parties have not reached agreement on a new contract, and unless the Mediator furnished by the State Board of Conciliation and Arbitration should direct otherwise, the Parties will request the initiation of Fact Finding.

IN WITNESS WHEREOF, the parties hereunto set their hand and seals.

WATERTOWN SCHOOL COMMITTEE BY:	WATERTOWN TEACHERS ASSOCIATION BY:
	Debra King
	Janice Mandile
	Daniel Cedrone
	David J. Shubert
	Michael McDermott
	

In the event that the Legislature enacts legislation making available additional state funds for bargaining unit salaries, the Parties agree to reopen the existing contract in order to discuss the input of such legislation as it pertains to the adjustment of salaries for employees covered by this agreement.

APPENDIX A

Section A: 1. Teachers' Salary Schedules

a. FY '06 Effective Mid Year 2005-2006 – December 31, 2006

STEP	B	B+15	M	M+15	M+30	CAGS/DOC**
1	35,734	36,806	38,278	39,425	40,609	42,235
2	37,521	38,646	40,193	41,398	42,639	44,346
3*	39,396	40,578	42,201	43,468	44,770	46,562
4	43,335	44,636	46,423	47,814	49,250	51,220
5	45,502	46,868	48,744	50,204	51,712	53,781
6*	47,779	49,212	51,181	52,715	54,298	56,469
7	50,165	51,674	53,740	55,351	57,012	59,291
8	52,675	54,255	56,428	58,120	59,863	62,258
9*	55,310	56,969	59,248	61,025	62,856	65,369
10	59,458	61,241	63,691	65,602	67,570	70,273
15	62,431		66,875	68,882	70,949	73,788

b. FY '07 - Effective January 1, 2007 through June 30, 2007

STEP	B	B+15	M	M+15	M+30	CAGS/DOC**
1	36,449	37,542	39,044	40,214	41,421	43,080
2	38,271	39,419	40,997	42,226	43,492	45,233
3*	40,184	41,390	43,045	44,337	45,665	47,493
4	44,202	45,529	47,351	48,770	50,235	52,244
5	46,412	47,805	49,719	51,208	52,746	54,857
6*	48,735	50,196	52,205	53,769	55,384	57,598
7	51,168	52,707	54,815	56,458	58,152	60,477
8	53,729	55,340	57,557	59,282	61,060	63,503
9*	56,416	58,108	60,433	62,246	64,113	66,676
10	60,647	62,466	64,965	66,914	68,921	71,678
15	63,680		68,213	70,260	72,368	75,264

c. FY '08 Effective September 1, 2007

STEP	B	B+15	M	M+15	M+30	CAGS/DOC**
1	37,907	39,044	40,605	41,822	43,078	44,803
2	39,802	40,996	42,637	43,915	45,231	47,042
3*	41,791	43,045	44,767	46,111	47,492	49,393

4	45,970	47,350	49,246	50,721	52,244	54,334
5	48,269	49,718	51,708	53,256	54,856	57,051
6*	50,684	52,204	54,293	55,920	57,599	59,902
7	53,215	54,816	57,007	58,716	60,478	62,896
8	55,878	57,554	59,859	61,654	63,503	66,043
9*	58,673	60,433	62,850	64,735	66,678	69,343
10	63,073	64,964	67,563	69,591	71,678	74,546
15	66,227		70,941	73,070	75,263	78,274

d. FY '09 Effective September 1, 2008

STEP	B	B+15	M	M+15	M+30	CAGS/DOC**
1	39,423	40,606	42,230	43,495	44,801	46,595
2	41,394	42,636	44,342	45,672	47,041	48,924
3*	43,463	44,767	46,557	47,955	49,392	51,369
4	47,809	49,244	51,215	52,750	54,334	56,508
5	50,199	51,706	53,776	55,387	57,050	59,333
6*	52,711	54,292	56,465	58,157	59,903	62,298
7	55,344	57,008	59,288	61,065	62,897	65,412
8	58,113	59,856	62,253	64,120	66,043	68,685
9*	61,020	62,850	65,364	67,325	69,345	72,117
10	65,596	67,563	70,266	72,374	74,545	77,527
15	68,876		73,779	75,993	78,273	81,405

*Three credit courses required for advancement to Steps 3 - 6 - 9. (Three semester hour credits from an accredited college or university or in-service courses approved by the School Committee are required.)

**Doctorate in related field.

Annual increments are granted in September and are based upon satisfactory performance.

Part-time teachers' salaries will be prorated on percent of time worked.

Required credits must be earned during the two years preceding placement on Step 3 and during the three years preceding on Steps 6 and 9.

Certification of course completion must be submitted prior to April preceding the year the increment is to be received. Exceptions to the April 1 deadline for second semester and summer courses will be granted upon written notification to the Superintendent.

Section B:

1. The following differentials are currently in effect and shall remain in effect. Where an individual is currently receiving a differential which is not specified below or which is in excess of an amount specified below, his/her compensation shall not be reduced. No differential shall be paid unless in effect at date of contract or unless specified below.

	1/1/2007	FY 2008	FY 2009
Adjustment Counselor (191 Days) (192 days in 2002/2003)	\$ 3,299	\$ 3,431	\$ 3,568
Special Education Teacher *	\$ 660	\$ 686	\$ 714
Special Education Teacher in a Self-Contained Class	\$ 792	\$ 823	\$ 856
Supervision of Extended Day Intermediate Learning Adjustment Class (180 days)	\$ 2,639	\$ 2,744	\$ 2,854
Guidance Counselor (9-12) (188 days) (189 days in 2002/2003)	\$ 1,188	\$ 1,236	\$ 1,285
Guidance Counselor (766 CORE Eval. Chair) (188 days)* (189 days in 2002/2003)	\$ 1,188	\$ 1,236	\$ 1,285
Guidance Counselor (Middle School) (186 days) (187 days in 2002/2003)	\$ 890	\$ 926	\$ 963
Project SEE Administrator (191 days)	\$ 1,979	\$ 2,058	\$ 2,140

*Limited to the incumbents in these positions at the beginning of this contract.

The personnel occupying the above-named non-classroom and classroom positions are members of Unit A and are entitled to the rights and subject to the obligations of this contract. These personnel will work at their assigned tasks for at least the length of the classroom teacher's work day. It is recognized, however, that the proper performance of their duties may require these personnel be present in the building longer than the normal working day duties. The maximum work year for these individuals, where different from other members of Unit A, is indicated in parenthesis next to their titles. The exact schedule of such personnel will be worked out with the administration on an individual basis.

Section C: Compensation for Extracurricular Activities

The School Committee shall provide opportunities for staff members to earn additional compensation. In order to maximize the number of staff members participating in these extracurricular activities, the following positions shall be two (2) year appointments. Incumbents shall be eligible for successive appointments.

High School

Class Advisors:

Freshman \$ 832

Sophomore	\$ 832
Junior	\$ 1,664
Senior	\$ 3,382
Class Dues	\$ 1,388
Clubs	\$ 832
Yearbook	\$ 5,021
Video Yearbook	\$ 2,220
Student Council	\$ 1,664
Raider Times	\$ 1,758

Middle School

After-School Coordinator	\$ 4,728*
Yearbook	\$ 2,761
Middle School Student Council	\$ 1,656

*Not to exceed \$4,728

Teachers who supervise clubs and other regularly scheduled extracurricular activities not specified above which require supervision of students at least thirty (30) hours annually shall receive the following for such duty. Such duties shall be for programs outside the regular school day and which are approved by the Superintendent.

\$832

Section D: Compensation for Specific Curriculum-related Assignments

Band Director	\$ 2,664
Musical Director	\$ 3,377
Play Director	\$3,377
Choreographer	\$1,269
Technical Director	\$ 529

Section E: Other Compensation

As described in Article VIII, Section G, Career Path Options, two year Curriculum Associate/Team Leader positions will be available to members of Unit A. The following compensation will be paid to members holding those positions:

	Mid Year <u>2006</u>	1/1/2006	FY 2008	FY 2009
Curriculum Associates/ Team Leaders	1,941	1,980	2,059	2,141

Elementary math, science and social studies specialists shall work five more days than the teacher work year and be paid the following stipend.

Mid Year 2006	1/1/2006	FY 2008	FY 2009
3,139	3,202	3,330	3,463

Section F: Athletics Coaching

	STEP 1	STEP 2	STEP 3	
Business/Equipment Manager	\$ 5,044.32	\$ 6,776.77	\$ 8,207.38	
Supervisor - Cheerleaders	\$ 1,193.74	\$ 1,341.52	\$ 1,491.39	
Strength/Conditioning Coach	\$ 5,973.96	\$ -	\$ -	
FALL SPORTS				
Football - head	\$ 7,183.42	\$ 8,081.61	\$ 8,978.75	
Football - assistant	\$ 3,688.13	\$ 4,087.44	\$ 4,730.95	
Soccer - Head (Boys)	\$ 3,675.56	\$ 4,515.05	\$ 5,491.85	
Soccer - Assistant (Boys)	\$ 2,687.23	\$ 3,011.08	\$ 3,342.27	
Soccer - Boys (Freshmen)	\$ 2,687.23	\$ 3,011.08	\$ 3,342.27	
Soccer - Head (Girls)	\$ 3,675.56	\$ 4,515.05	\$ 5,491.85	
Soccer - Assistant (Girls)	\$ 2,687.23	\$ 3,011.08	\$ 3,342.27	
Soccer - Girls (Freshmen)	\$ 2,532.12	\$ 2,838.15	\$ 3,151.52	
Cross Country - Head	\$ 3,274.15	\$ 3,631.54	\$ 3,960.63	
Cross Country - Assistant	\$ 2,290.02	\$ 2,489.15	\$ 2,704.00	
Golf - Head	\$ 3,274.15	\$ 3,631.54	\$ 3,960.63	
Golf - Assistant	\$ 2,290.02	\$ 2,489.15	\$ 2,704.00	
Field Hockey - Head	\$ 4,371.47	\$ 5,401.71	\$ 6,601.75	
Field Hockey - Assistant	\$ 3,364.28	\$ 3,669.27	\$ 4,013.03	
WINTER SPORTS				
Basketball - Head (Boys/Girls)	\$ 4,374.61	\$ 5,401.71	\$ 6,602.00	\$ 9165*
Basketball - Assistant (Boys/Girls)	\$ 3,364.28	\$ 3,669.27	\$ 4,013.03	
Basketball - Girls (Freshmen)	\$ 3,364.28	\$ 3,669.27	\$ 4,013.03	
Ice Hockey - Head (Girls)	\$ 4,374.61	\$ 5,401.71	\$ 6,601.75	
Ice Hockey - Head	\$ 4,374.61	\$ 5,401.71	\$ 6,601.75	
Ice Hockey - Assistant	\$ 3,364.28	\$ 3,669.27	\$ 4,013.03	
Ice Hockey - JV	\$ 3,364.28	\$ 3,669.27	\$ 4,013.03	
Indoor Track - Head	\$ 3,235.37	\$ 3,631.54	\$ 3,960.63	
Indoor Track - Assistant	\$ 2,290.02	\$ 2,489.15	\$ 2,704.00	
Wrestling - Head	\$ 4,374.61	\$ 5,401.71	\$ 6,601.75	
Wrestling - Asst	\$ 3,364.28	\$ 3,669.27	\$ 4,013.03	
SPRING SPORTS				
Tennis - Head	\$ 3,274.15	\$ 3,631.54	\$ 3,960.63	
Tennis - Assistant	\$ 2,290.02	\$ 2,489.15	\$ 2,704.00	
Softball - Head	\$ 3,675.56	\$ 4,515.05	\$ 5,491.85	
Softball - Assistant	\$ 2,687.23	\$ 3,011.08	\$ 3,342.27	
Baseball - Head	\$ 3,675.56	\$ 4,515.05	\$ 5,491.85	
Baseball - Assistant	\$ 2,687.23	\$ 3,011.08	\$ 3,342.27	

Baseball - Boys (Freshmen)	\$	2,687.23	\$ 3,011.08	\$ 3,342.27
Outdoor Track - Head	\$	3,444.98	\$ 4,309.63	\$ 5,236.12
Outdoor Track - Assistant	\$	2,417.88	\$ 2,578.23	\$ 3,131.61

* limited to incumbent at inclusion of this scale in the collective bargaining agreement

It is understood the Committee retains discretion to increase a coaching position stipend in order to attract or retain coaching personnel.

APPENDIX B

REMOVED TO UNIT B COLLECTIVE BARGAINING AGREEMENT 2006-2009

APPENDIX C

REMOVED TO UNIT C COLLECTIVE BARGAINING AGREEMENT 2006-2009

APPENDIX D
OTHER STIPENDS

STIPEND POSITION	*AMOUNT			
	<u>FY 2005</u>	<u>FY 2006</u>	<u>Mid Year 2006</u>	<u>Blended Rate</u>
Program/Project Director	\$ 4,100	4,182	4,224	4,203
Program Coordinator	\$ 2,563	2,614	2,640	2,627
After School Project Coordinator	\$ 1,538	1,568	1,584	1,576
Team Coordinator	\$ 1,538	1,568	1,584	1,576
Facilitators	\$ 1,538	1,568	1,584	1,576
Lead Teacher	\$ 1,538	1,568	1,584	1,576
Nurse Leader	\$ 1,538	1,568	1,584	1,576
Intake Review Team Co-Chair	\$ 1,538	1,568	1,584	1,576
Curriculum Workshop	\$ 1,538	1,568	1,584	1,576
Mentor Coordinator	\$ 1,025	1,046	1,056	1,051
Mentor	\$ 769	784	792	788
Site Coordinator	\$ 769	784	792	788

***Amounts are budgeted annually subject to appropriation or grant**

***Amounts are "not to exceed"**

***Stipend positions may be split between two or more individuals**

APPENDIX E

Section A

Code of Ethics of the Massachusetts Association of School Committees, Inc. (see Policy 1240).

The acceptance of a Code of Ethics implies the understanding of the basic organization of School Committees under the Laws of the Commonwealth of Massachusetts. The oath of office of a School Committee member binds the individual member to adherence to those state laws which apply to School Committees since School Committees are Agencies of the State.

This Code of Ethics delineates three areas of responsibility of School Committee members in addition to that implied in the preamble: (1) community responsibility; (2) responsibility to school administration; and (3) relationship to fellow committee members.

1. A School Committee member in his/her relations with his community should:
 - a. Realize that his primary responsibility is to the children.
 - b. Recognize that his/her basic function is to be policy-making and not administrative.
 - c. Remember that he/she is one of the team and must abide by and carry out all committee decisions once they are made.
 - d. Be well informed concerning the duties of a Committee member on both a local and state level.
 - e. Remember that he represents the entire community at all times.
 - f. Accept the office as a committee member as a means of unselfish services with no intent to "play politics" in any sense of the word, or to benefit personally from his/her Committee activities.

2. A School Committee member in his/her relationship with his school administration should:
 - a. Endeavor to establish sound, clearly-defined policies which will direct and support his/her administration.
 - b. Recognize and support the administrative chain of command and refuse to act on complaints as an individual outside the administration.
 - c. Act only on the recommendations of the chief administrator in all matters of employment or dismissal of school personnel.
 - d. Give the chief administrator full responsibility for discharging his/her professional duties and hold him/her responsible for acceptable results.
 - e. Refer all complaints to the administrative staff for solution and only discuss them at committee meetings if such solutions fail.

3. A School Committee member in his relations to his/her fellow Committee members should:
 - a. Recognize that action at official meetings is binding and that he/she alone cannot bind the committee outside of such meetings.

- b. Realize that he/she should not make statements of promises of how he/she will vote on matters that will come before the committee.
- c. Uphold the intent of Executive Sessions and respect the privileged communications that exist in executive sessions.
- d. Not withhold pertinent information on school matters of personal problems, either from members of his/her own committee or from members of other committees who may be seeking help and information on school problems.
- e. Make decisions only after all facts on a question have been presented and discussed.

Section B

Code of Ethics of the Education Profession.

Adopted by the NEA Representative Assembly; July 1975.

PREAMBLE

The educator, believing in the worth and dignity of each human being, recognizes the supreme importance of the pursuit of truth, devotion to excellence, and the nurture of democratic principles. Essential to these goals is the protection of freedom to learn and to teach and the guarantee of responsibility to adhere to the highest ethical standards.

The educator recognizes the magnitude of the responsibility inherent in the teaching process. The desire for the respect and confidence of one's colleagues, of students, of parents and of the members of the community provides the incentive to attain and maintain the highest possible degree of ethical conduct. The Code of Ethics of the Education Profession indicates the aspiration of all educators and provides standards by which to judge conduct.

PRINCIPLE I **Commitment to the Student**

The educator strives to help each student realize his or her potential as a worthy and effective member of society. The educator therefore works to stimulate the spirit of inquiry, the acquisition of knowledge and understanding, and the thoughtful formulation of worthy goals.

In fulfillment of the obligation to the student, the educator:

1. Shall not unreasonably restrain the student from independent action in the pursuit of learning.
2. Shall not unreasonably deny the student access to varying points of view.
3. Shall not deliberately suppress or distort subject matter relevant to the student's progress.
4. Shall make reasonable effort to protect the student from conditions harmful to learning or to health and safety.
5. Shall not intentionally expose the student to embarrassment or disparagement.

6. Shall not on the basis of race, color, creed, sex, national origin, marital status, political or religious beliefs, family, social or cultural background, or sexual orientation unfairly:
 - a. Exclude any student from participation in any program;
 - b. Deny benefits to any student;
 - c. Grant any advantage to any student.
7. Shall not use professional relationships with students for private advantage.
8. Shall not disclose information about students obtained in the course of professional service, unless disclosure serves a compelling professional purpose or is required by law.

PRINCIPLE II
Commitment to the Profession

The education profession is vested by the public with a trust and responsibility requiring the highest ideals of professional service.

In the belief that the quality of the services of the education profession directly influences the nation and its citizens, the educator shall exert every effort to raise professional standards, to promote a climate that encourages the exercise of professional judgment, to achieve conditions which attract persons worthy of the trust to careers in education, and to assist in preventing the practice of the profession by unqualified persons.

In fulfillment of the obligation to the profession the educator -

1. Shall not in an application for a professional position deliberately make a false statement or fail to disclose a material fact related to competency and qualifications.
2. Shall not misrepresent his/her professional qualifications.
3. Shall not assist entry into the profession of a person known to be unqualified in respect to character, education, or other relevant attribute.
4. Shall not knowingly make a false statement concerning the qualifications of a candidate for a professional position.
5. Shall not assist a non-educator in the unauthorized profession of teaching.
6. Shall not disclose information about colleagues obtained in the course of professional service unless disclosure serves a compelling professional purpose or is required by law.
7. Shall not knowingly make false or malicious statements about a colleague.
8. Shall not accept any gratuity, gift or favor that might impair or appear to influence professional decisions or actions.

**PROVISIONS FOR NATIONAL
ENFORCEMENT CONSTITUTION
NATIONAL EDUCATION ASSOCIATION**

ARTICLE VII, S2, a. The Review Board shall have original jurisdiction in the following cases:

1. Impeachment of an Officer who is a member of the Executive Committee;
2. Alleged violations of the Code of Ethics of the Education Profession.

ARTICLE VII, S2, b. The Review Board shall have the following powers subject to the conditions as herein outlined:

1. To impeach an Officer. The Officer shall have the right to appeal to the Board of Directors;
2. To censure, suspend, or expel a member for violation of the Code of Ethics of the Education Profession... The member shall have the right to appeal to the Executive Committee on procedural grounds only.
3. To vacate censure, lift suspension, or reinstate a member.

ARTICLE II, S2, b.

Members engaged in teaching or in other educational work shall adhere to the Code of Ethics of the Education Profession.

ARTICLE IV, S6.

Executive Officers of the Association may be impeached for violation of the Code of Ethics of the Education Profession.

ARTICLE IV, S4.

Officers of the Association may be impeached for violation of the Code of Ethics of the Education Profession.

ARTICLE IV, S5, a.

Members of the Review Board may be impeached (by the Executive Committee) for violation of the Code of Ethics of the Education Profession.

APPENDIX F

The Provisions of this Appendix are not part of this Contract. They are included here as information items only.

Section A

1. The Town of Watertown Municipal Employees Group Insurance Plan with all subsequent amendments shall be available to the professional employees covered by this Contract.
2. The Town of Watertown Municipal Employees Basic Medical Expenses Plan with all subsequent amendments shall be available to the professional employees covered by this Contract.
3. The Town of Watertown Municipal Employees Extraordinary Medical Expense Plan with all subsequent amendments shall be available to the professional employees covered by this Contract.
4. The School Committee agrees to authorize necessary payroll deductions for participation in such plans.

Section B

Teachers shall be eligible to participate in a "Tax Sheltered Annuity" Plan established in accordance with C. 71, S37B, of the General Laws of Massachusetts.

Section C

Worker's Compensation will be provided by the Town of Watertown for the professional employees of the Watertown School Committee in accordance with Chapter 152, S69, of the General Laws of Massachusetts.

Section D

The Committee will provide support and assistance to teachers charged with assault for action taken in the course of employment, including legal assistance in accordance with the provisions of Chapter 41, S100C, of the General Laws of Massachusetts.

Section E

General Laws of Massachusetts, Chapter 71, S41A, Leaves of Absence for Study or Research (Enacted 1962). A School Committee may grant a leave of absence for study or research to any teacher, principal, or supervisor serving at discretion which would increase his/her professional ability, such leave for a period not exceeding one (1) year at full or partial pay; provided, that prior to the granting of such leave said teacher, principal or supervisor, shall enter into a written agreement with the School Committee that upon termination of such leave he/she will return to service in the public schools for such city or town for a period equal to twice the length of such leave and that, in default of completing such service, he/she will refund

to the city or town an amount equal to such proportion of salary received by him/her while on leave as the amount of service not actually rendered as agreed bears to the whole amount of service agreed to be rendered.

APPENDIX G

WATERTOWN PUBLIC SCHOOLS TRAVEL GUIDELINES

The following guidelines will apply to all personnel who travel for approved school-related business or events. Reimbursement for any form of travel is subject to appropriation.

GUIDELINES

Approvals

All personnel must submit a Request for Leave Form identifying the dates and purpose for travel. An estimate of expenses must be completed in the lower section of the form and the Request must have appropriate signatures in order to be eligible for reimbursement. Any out-of-state travel must have the approval of the Superintendent of Schools.

Refer to the instructions for Request for Leave Forms.

Types of Leave

Local

Travel within the school district is reimbursable for personnel whose responsibilities require the use of one's own car and whose position specifies that travel will be reimbursable.

In-State

Travel within the state for approved professional conferences, seminars, meetings and other activities is reimbursable. Conference or registration fees will be reimbursed. The use of personal automobiles, bus or commuter rail/MBTA service will be reimbursed. Accommodations will be reimbursed if the location and nature of the professional event require an overnight stay.

Out-of-State Travel

Travel out-of-state for professional events may be reimbursable, subject to proper approvals and available funding.

Mode of Transportation

Automobile

The personal use of an automobile will be reimbursed for mileage at the prevailing rate established by contract. In the event that more than one staff member is attending the same professional event, car pooling will be expected unless circumstances prohibit it.

Reimbursement will be based on mileage from the point of departure to the event.

Bus or Rail Service

Personnel who use public transportation, commuter rail service or a private bus company to attend an approved event will be reimbursed for the price of the ticket.

Air Travel

Personnel who must travel by air to attend an approved professional event should travel Economy Class or the equivalent unless a specified airline promotion for Business or First Class results in rates that are lower than or equal to Economy Class.

Personnel should submit a Request for Leave Form as early as possible to obtain the necessary approvals and allow them to take advantage of discounted fares.

Personnel will not be reimbursed for fares paid with frequent flyer coupons or other forms of payment. Taxi or shuttle service from the airport to the event or place of lodging will be reimbursed.

Accommodations

Personnel who have been approved for an event that requires an overnight stay should make accommodations at mid-sized hotels such as Holiday Inn, Quality, Comfort, or Clarion Hotels, unless the event requires lodging on site.

Reimbursement will be for room charge only; other miscellaneous hotel expenses such as in-room movie charges, room service, in-room mini-bar or any alcoholic beverages will not be covered.

Meals

There is a daily meal allowance of up to \$30. All receipts must be submitted and tips should be limited to 15%.

Telephone Calls

Long distance telephone calls to conduct school business will be reimbursed. Personal calls will not be reimbursed.

PAYMENT AND REIMBURSEMENT PROCEDURES

Payment and reimbursements require the following documentation:

1. Request for Leave

The request must be approved as noted under guidelines and must estimate all expenses. Receipts for all items are required.

2. Purchase Orders

- a. If registration fees or any other items must be paid in advance, a Purchase Order made out to the organization with the title of the event, the dates, the fees, the completed registration form or any other necessary information must be signed by the appropriate administrator(s) and submitted with the Request for Leave Form. The Request for Leave and the Purchase Order must be submitted in a timely manner to guarantee payment within deadline.
- b. If an individual pays all fees and expenses for an approved event, he/she must submit a Purchase Order made out in his/her name to be reimbursed.

3. Request for Reimbursement

Once the event is over, an individual must submit a Request for Reimbursement form with all substantiating receipts. The form must be signed and submitted with the Purchase Order (as described in 2b above) and a copy of the approved Request for Leave Form.

Any item exceeding \$10 for which a receipt is not submitted will not be reimbursed.