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AGREEMENT

BY AND BETWEEN

SUPERINTENDENT OF SCHOOLS

OF

THE WATERTOWN CITY SCHOOL DISTRICT

AND

THE WATERTOWN EDUCATION ASSOCIATION

JULY 1, 2005 – JUNE 30, 2008

RECEIVED

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NYS PUBLIC EMPLOYMENT RELATIONS BOARD

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WATERTOWN CITY SCHOOL DISTRICT AND WATERTOWN EDUCATION ASSOCIATION

AGREEMENT

JULY 1, 2005 - JUNE 30, 2008

The Superintendent of the WATERTOWN CITY SCHOOL DISTRICT and the WATERTOWN EDUCATION ASSOCIATION, hereinafter referred to as the W.E.A., as representative of the professional teaching employees, Home/School Coordinators, and school nurses of the School District agree as follows:

ARTICLE I

This contract shall become effective upon ratification by both parties, and remain in effect until June 30, 2008.

ARTICLE II MODIFICATION

By mutual consent of the Superintendent of Schools and W.E.A. Board of Directors, the terms of this agreement may be altered.

ARTICLE III PAYROLL DEDUCTIONS

A. DUES

At the request of W.E.A., the Superintendent of Schools agrees that for the duration of this agreement dues for the W.E.A., its State affiliate and its National affiliate, will be deducted from the wages of employees covered by this agreement and transmitted to the W.E.A. upon the following conditions:

- 1. On or before October 1st of the contract year, the authorization of the employee desiring dues deductions shall be filed with the District Business Office.
- 2. Before said date, the President or Treasurer of the W.E.A. shall file with the District Business Office a certification of the current rate of membership dues of the W.E.A., its State affiliate and its National affiliate, together with a list by school building of the individuals desiring dues deductions and the amounts of such deductions for each.
- Deductions of the total amount authorized by a particular individual shall be made in fifteen equal installments from the fifteen consecutive payrolls commencing as early as possible in October of the contract year.
- 4. After every payroll from which deductions are made, the Board shall transmit to the Treasurer of the W.E.A. the dues deducted for the particular time period. The Board shall provide a list of individuals for whom the deductions have been made and the amount deducted for each to W.E.A. with the final payment.
- 5. The District shall deduct from the payroll checks of individual unit members monies for VOTE/COPE. Each member who voluntarily elects to have such a deduction shall sign an appropriate authorization card in triplicate. Funds so collected shall be forwarded to VOTE/COPE by the District.

B. AGENCY FEE

Effective January 1, 1986, the Watertown City School District will deduct from the wage and salary of employees in the bargaining unit who are not members of the Watertown Education Association the amount equivalent to the dues levied by the Association and shall transmit the sum so deducted to the Association in accordance with Chapter 677 and 678 of the Laws of 1977 of the State of New York. The Association affirms that it has adopted such procedure for refund of agency shop fee deduction as required in Section 3 of Chapter 677 and 678 of the Laws of 1977 of the State of New York. This provision for agency shop fee deduction shall continue in effect so long as the Association maintains such procedure.

The agency shop fee deduction shall be made following the same procedures as are applicable for dues check off, except as otherwise mandated by law of this Agreement.

C. TAX SHELTERED ANNUITY

Arrangements for a tax-sheltered annuity for any employee will be limited to those insurance companies with which the Board of Education to this date has salary reduction agreements or any company which presents an application to the District Business Office containing the signatures of five employees of the School District who wish to enter into a tax sheltered annuity with said company.

D. DIRECT DEPOSIT

The District will establish a direct deposit of bargaining unit employee's payroll checks. Direct deposit may commence or changes made only during the first full week of school in September and January.

ARTICLE IV SALARY PROVISIONS

- A. For the term of this Agreement, teachers shall be paid pursuant to the schedules attached as Exhibit "A". Each eligible employee will move up one step.
- B. The Salary Schedule Classification is to be determined as in Exhibit "B".
- C. Salary Differentials are to be determined as in Exhibit "C", pages 1-8.
- D. For the term of this Agreement, all nurses shall be paid in accordance with the attached schedules in Exhibit "D".

E. PAYMENT OF SALARY SCHEDULE:

The Superintendent of Schools shall prepare a schedule of pay days for the next ensuing school year and shall transmit a copy thereof to each unit member not later than June 1 of the current school year.

F. PAYMENT OF SALARY:

Each employee whose regular employment is for ten months of the school year shall have the option of receiving payment of his/her salary in twenty-one payments or twenty-six payments as he/she may elect, subject, however, to the following conditions:

- 1. Each new employee shall file in writing with the District Business Office such an election prior to the first payroll date on which he/she is to be paid.
- 2. Any employee failing to file an election as required herein shall be deemed to have elected the twentyone payment plan.
- 3. Every election filed with the District Business Office shall continue in effect until revoked in writing; and no

change in such election shall be permitted except as of July 1, the beginning of the school year next following.

G. PAYMENT OF SALARY FOR NEWLY-EMPLOYED TEACHER

Before receiving any payment of salary, a newly employed teacher is required to:

Sign the Oath of Allegiance.
Furnish social security number.
Indicate the number of dependents for withholding.
Make arrangements for a physical examination.
Provide evidence of certification.
Complete Teacher's Record form.

ARTICLE V LEAVE POLICIES

A. SICK LEAVE

1. Full-time unit members shall be entitled, during the term of this Agreement, to sick leave without loss of salary as follows:

Those employed for ten (10) months of the year, ten (10) days per school year, cumulative to two hundred (200) days.

- 2. A doctor's certificate or other proof acceptable to the school medical officer may be required for any absence for sickness after five (5) consecutive days of illness. Where a pattern of sick leave usage can be documented, the District shall take such steps as necessary to verify appropriate use of such leave.
- 3. For the first school year of regular full-time employment, the number of days allotted to a unit member for the above purposes shall be adjusted on the basis of one day for each month of anticipated actual employment in the year.

B. FAMILY ILLNESS LEAVE

- 1. All unit members regularly employed at least four hours per day and at least five days per week throughout not less than ten months of the year shall be allowed six (6) full days per year for illness in the immediate family.
- 2. When a member of the bargaining unit is absent for three or more consecutive days for family illness, the District may request a doctor's certificate certifying as to the person who is ill and the nature of the illness.
- 3. Definition of "Family" as in "Family Illness":

"Mother, father, son, daughter, brother, sister, spouse, mother-in-law, father-in-law, grandchild, grandparent, son-in-law, daughter-in-law, relative or other significant person living in the household. In cases of persons other than above, the teacher shall submit to the Superintendent of Schools and his/her immediate supervisor written justification for closeness of relationship(s) and need in the particular situation. This shall be submitted as soon as practicable. The WEA President shall be informed of any request for use of family illness leave for a person outside the above definition made to the Superintendent. The WEA President will then be informed of the Superintendent's decision.

C. BEREAVEMENT

1. All unit members regularly employed at least four hours per day and at least five days per week throughout not less than ten months of the year are entitled to five (5) full days for each death in the immediate family - household, blood, or marriage relationship.

2. Definition of "Family" as in "Death in the Family":

"Mother, father, son, daughter, brother, sister, grandmother, grandfather, spouse, mother-in-law, father-in-law, sister-in-law, brother-in-law, grandchild, son-in-law, daughter-in-law, aunt, uncle, relative or other significant person living in the household.

D. NECESSARY BUSINESS DAYS

- Necessary business days are granted at the rate of two per year and may accumulate to a maximum of five.
- 2. Upon retirement, all unused necessary business days will be credited as sick leave days, not to exceed the maximum accumulated sick leave days.
- 3. If at the beginning of a school year the additional two days granted would exceed the five which is the most which may be accumulated, the excess will be credited annually to the sick leave accumulation.
- 4. If the employee has accumulated three (3) or more necessary business days, up to three necessary days may be used in one year without approval and without reasons being given, it being understood that they are not to be used for recreation or for vacation, or before or after a holiday or recess.

Requests for necessary business days for over three in a year will be sent to the Superintendent of Schools with an explanation of the reason for which they will be used. Types of reasons for the Superintendent's approval will be granted for the use of these days included, but not limited to, the following: illness or death of someone not in the family, attendance at ceremonies involving members of the family, legal consultations, court appearances, house closings, etc. The definition of "family" should be defined under family illness.

E. HOURLY LEAVE USAGE FOR NURSING STAFF:

Where the services of our Registered Nurses can be reallocated in order to allow for the usage of accrued leave in hourly increments, the District agrees to allow the nursing staff to charge leave accruals on an hourly basis. Leave usage must continue to be requested and use of leave in this manner is at the sole discretion of the Building Administrator and in instance where adequate coverage cannot be provided, leave usage in this manner will not be allowed. This benefit will be allowed on a trial basis for the 2005 – 2006 school year and will be evaluated prior to the start of the 2006 – 2007 school year.

ARTICLE VI OBTAINING SUBSTITUTE TEACHERS

- A. Whenever possible, substitute teachers and nurses will be provided for in the absence of all teachers and nurses.
- B. Reasonable effort will be made to provide a substitute certified in the same subject area as the absent teacher, and if no substitute is available, reasonable effort will be made to obtain a substitute who is certified to teach, although not necessarily in the same subject area as the absent teacher.

ARTICLE VII TEACHER ASSISTANTS

Increased use of teacher assistants to assist and relieve full-time classroom teachers to the extent permitted by law, is recognized as an objective towards which the Superintendent of Schools and the W.E.A. should strive. The Superintendent of Schools and the W.E.A. will evaluate the appropriate use of teacher assistants.

ARTICLE VIII

The Superintendent of Schools will notify the W.E.A. President in writing before final implementation of any changes in the planning, development and changes in the curriculum, in the educational process, in reporting student progress and in matters broadly designated as educational programs.

Before the Board of Education acts to abolish a position(s) belonging to the W.E.A. Bargaining Unit, the President of the W.E.A. will be notified, in writing by the Superintendent of Schools, of the position(s) under consideration.

Notification under this Article will be given in sufficient time for study and response from the W.E.A. Such response from the W.E.A. will be given to the Superintendent of Schools in writing within two (2) calendar weeks (14 days) from receipt of the Superintendent's notification under this Article to the W.E.A. President.

The assignment of bargaining unit members by the District does not require notification under this Article.

ARTICLE IX CLASS PREPARATION

Elementary teachers shall receive a minimum of 30 minutes conference/preparation time during each school day. Secondary teachers shall receive a minimum of one conference preparation period each school day.

ARTICLE X PRESIDENT'S RELEASED TIME

The President of the W.E.A. shall have the option of accepting a one-year leave of absence from the School District. However, he/she shall progress a step when he/she returns to his/her teaching duties for the following school year. The President of the W.E.A. shall be permitted to substitute for absent teachers during the school year of his/her leave of absence.

- A. The Board shall remunerate the W.E.A. President at the rate of 1/184 of his/her salary rate (assuming his/her normal progression on the salary schedule for each day he/she substitutes).
- B. The President's name will be placed at the top of the substitute list and will be given priority for substitute openings for which he or she is certified.

Also, the W.E.A. shall notify the Superintendent of Schools, in writing, no later than June 1 of the calendar year that this provision is to take effect as to whether it intends to exercise the option to accept these provisions of President's Released Time. The W.E.A. shall make every effort to notify the District of its intent by May 1 of the appropriate year.

Also, the Association President may avail him/herself at District expense of a maximum of nine (9) days of paid leave for personal illness, family illness or death in the family, during the school year which he/she is on release time.

Also, in the event of illness or incapacitating injury which requires absence of the Association President for more than nine (9) days, the President may avail him/herself of his/her own accumulated sick leave days for one of every two days he/she is ill or otherwise incapacitated beyond the nine (9) leave days specified in this provision.

When the Association President elects to be released for the year as in the foregoing provision, the District will pay salary and all fringe costs. The Association in turn shall reimburse the District at 1/184 of the District's expenditures for those days in which the Association President does not work. This in no way abrogates any of the benefits in the foregoing paragraph. Said reimbursement by the Association of accrued costs shall be made on or before January 1 and June 24 of any year.

ARTICLE XI CLASS SIZE

The Superintendent of Schools and W.E.A. recognize that the number of pupils for whom an individual teacher is responsible is an important factor in an effective educational program. Within reasonable financial limits, the District will endeavor to provide facilities and personnel sufficient to ensure the maintenance of optimum class size and teacher load.

ARTICLE XII HEALTH INSURANCE

- A. The employees in the bargaining unit may apply for health insurance coverage with benefits as provided by the Jefferson-Lewis Healthcare et. al. School Employees Healthcare Plan. Effective July 1, 2006, the District shall contribute 89% of the premium cost for the coverage selected by the employee. The employee shall contribute 11% of the premium cost for the coverage selected.
- B. The District may change health insurance carriers, provided that the coverage for members of the bargaining unit is comparable and/or improved.
- C. At least 60 days prior to the date on which the District makes a commitment to a new carrier, the Association will be informed that such decision is being considered. The District will, upon request, share with the Association any and all information regarding the new carrier and its plan.
- D. Effective July 1, 1998, the District will implement a full IRS 125 cafeteria plan, in accordance with IRS regulations, for employee deductions including, but not limited to, health insurance premiums, unreimbursed medical expenses (including dental, vision, and hearing) and dependent care expenses.
- E. Health Insurance coverage upon retirement:
 - 1. Employees hired after July 1, 2006, will be eligible to continue health insurance coverage in retirement provided they have met the following requirements:
 - A. are employed by the Watertown City School District at the time of retirement and are enrolled in the health plan at the time of retirement;
 - B. provide proof of retirement and otherwise meet the definition of retirement as specified by the NYS Teacher's Retirement System or the NYS Employees Retirement System;
 - C. meet the minimum service requirements with the Watertown City School District as listed in the following schedule:

Years of Service in District	Employee Premium Contribution	District Premium Contribution
5 – 9	75 %	25 %
10 – 19	50 %	50 %
20 – 24	25 %	75 %
25 +	0 %	100 %

- 2. Employees hired prior to July 1, 2006, will be eligible to continue health insurance coverage in retirement provided they have met the following requirements:
 - A. are employed by the Watertown City School District at the time of retirement and are enrolled in the health plan at the time of retirement;
 - B. provide proof of retirement and otherwise meet the definition of retirement as specified by the NYS Teacher's Retirement System or the NYS Employees Retirement System;
 - meet the minimum service requirement of 5 years of service with the Watertown City School District.

As of (date of ratification), the Watertown City School District contributes 100% of the healthcare insurance premium to retirees hired prior to July 1, 2006, who meet the requirements listed in Article XII, section E-2. Should pending litigation (Court of Appeals case #2004-875) allow, Article XII, section E-2 will be reopened for further negotiations.

ARTICLE XIII JOB SECURITY

Whenever reduction in enrollment, financial requirements, or reorganization requires elimination of a position or reduction in force, the District will first seek to make the adjustment through attrition within the affected teaching field or fields.

In the event any reduction is contemplated which might result in a layoff, the Superintendent of Schools will consult the W.E.A. President and provide a reasonable time for the Association to make suggestions concerning the proposed reduction prior to a final recommendation by the Superintendent of Schools to the Board of Education.

Nothing in this provision alters in any way existing statutes related to tenure or seniority.

ARTICLE XIV ASSOCIATION DAYS

The District will provide the W.E.A. with Association Days as outlined below. These days may be used by the Association President and/or his/her designee.

- A. Fifteen (15) Association Days of released time with pay shall be available for use by the Association at the request of the President provided that a week's notice is given whenever possible and at least a minimum 48 hour notice.
 - B. Additional days shall be available upon the request to and approval of the Superintendent of Schools. Such request shall be submitted one week in advance whenever possible and in no case with less than 48 hours notice. The Association agrees to reimburse the District within 60 days for the full cost of substitutes. All costs must be paid in full by June 24 of any school year.

ARTICLE XV EVALUATION

A. Formal observation of probationary teachers shall be made at least three times during the first year of employment. Thereafter, probationary teachers shall be formally observed at least twice each year. At least one formal observation per year shall take place before Christmas recess.

Formal observation shall include the following:

- 1. An observation visitation of a teacher on duty of not less than 30 minutes duration;
- 2. The completion of the District approved observation form;

- 3. A follow-up conference between the teacher and the observer.
- B. At the beginning of each year, each teacher shall receive a copy of the observation forms to be used during the year.
- C. Probationary teachers may request that an experienced teacher be assigned to assist the probationary teacher. Such experienced teacher should be in the same grade level or subject area with the school.
- D. Prior to completion of the Principal's final evaluation report, the Principal shall offer the teacher assigned under (C) above, if any, the opportunity to provide further information on the performance of the teacher being evaluated.
- E. School nurses will continue to be evaluated on applicable District evaluation forms.

ARTICLE XVI GRIEVANCE PROCEDURE

SECTION I: DECLARATION OF PURPOSE

Whereas the establishment and maintenance of a harmonious and cooperative relationship between the Board of Education and its staff is essential to the operation of the schools, it is the purpose of this procedure to secure, at the lowest possible administrative level, equitable solutions to the alleged grievances through procedures under which unit members represented by the Watertown Education Association may present grievances free from coercion, interference, restraint, discrimination or reprisal, and by which the Board and its staff are afforded adequate opportunity to dispose of their differences.

SECTION II: DEFINITIONS

- A. A GRIEVANCE is any alleged violation of this Agreement, or any dispute with respect to its meaning or application.
- B. AGGRIEVED PARTY shall mean any party to the contract and any person(s) in the negotiating unit filing a grievance.
- C. HEARING OFFICER shall mean any individual or board charged with the duty of rendering decisions at any stage of grievances hereunder.
- D. DAY shall mean calendar days.

SECTION III: PROCEDURES

- A. Except at Section V, Stage 1A, all grievances shall be in writing and include:
 - 1. the name of the aggrieved party;
 - 2. the nature of the grievance including a specific statement of:
 - a. the contract clause allegedly violated;
 - b. the date, time, and place the event giving rise to the grievance took place;
 - c. the identity of any person(s) causing the event being grieved;

- d. the names of any witnesses to the event known to the grievant;
- e. copies of any material, relevant documents, and records in possession of the grievant concerning the alleged grievance.
- 3. nature of redress sought. Except at Stage 1A, all decisions shall be in writing and shall set forth findings of fact and conclusions of the applicable law, policy, or contractual provision.
- B. At Stages 1, 2 and 3 the grievant is entitled to representation of his/her own choosing. Except as otherwise provided in Stage 1, the aggrieved party shall have the right at all stages of a grievance to confront and cross examine all witnesses called against him/her, to testify and call witnesses on his/her own behalf, and to be furnished with a copy of any minutes of the proceedings which may be at each and every stage of this grievance procedure upon payment of a reasonable pro rata charge therefore, if requested.
- C. The Association may file a grievance at Stage 2 of the grievance procedure only if the cause of the alleged grievance is directly related to an action taken by the Superintendent of Schools or the Board of Education.
- D. In the preparation and processing of grievances, every effort will be made to avoid interference with classroom activity.
- E. The Board and the Association agree to make available any and all materials and relevant documents and records concerning the alleged grievance, and legal process shall be available to enforce disclosure and discovery after due notice.
- F. No interference, coercion, restraint, discrimination, or reprisal of any kind will be taken by the Board, the Administration, or the Association or its members against the aggrieved party, any representative, any other participant in the grievance procedure or any other person by reason of such grievance or participation therein.
- G. All documents, communications, and records dealing with the processing of a grievance shall be filed separately from the personnel files of the participants.
- H. In the event that any grievance is adjusted at Stage 1A, such adjustment shall not create a precedent or ruling binding upon either of the parties to this agreement in future proceedings.
- I. The Superintendent of Schools shall be responsible for accumulating and maintaining an official grievances record which shall consist of the written grievances, all exhibits, transcripts, communications, minutes and/or notes of testimony, as the case may be, written arguments and briefs considered at all levels other than at the Informal Stage 1A and all written decisions with findings of fact and conclusion of law at all Stages. Official minutes will be kept by the hearing officer or his designee for all proceedings at Stages 2, 3, and 4. A copy of such minutes will be made available to all parties within five (5) days after the conclusion of hearings or the receipt of any verbatim transcript, whichever is later. At Stages 2, 3, and 4 the parties will advise the hearing officer of any errors in said minutes within five (5) days of receipt. Any claim of error in the minutes shall become a part of the Grievance Record and the hearing officer shall indicate the determination made respecting such claimed error. The Official Grievance Record shall be available for inspection and copying by all parties. Any party wishing a verbatim transcript of Stages 2, 3, and 4 shall arrange for the services of a certified stenographic reporter. Any other party may have a copy of the transcript upon tender of the reasonable pro-rata share of the cost of the transcript.
- J. The existence of the procedure hereby established shall not be deemed to require any unit member to pursue the remedies here provided and shall not impair or limit the right of any teacher to pursue any other remedies available in any other form. Excepting, however, that if this grievance procedure is followed to or beyond Stage 4, that grievant and his/her representative waive any other redress, appeal, or adjudication provided in equity or law for exactly the same grievance.

K. In addition to the grievance procedure set forth, the President of the Association can receive from legal counsel to the Board an interpretation of terms of this contract in an actual or potential dispute upon the request and the filing of a statement of facts. The identity of the unit member(s) involved, at the discretion of the President, need not be disclosed. The time in which an individual might otherwise initiate a grievance will be enlarged by the time spent by Board's counsel in rendering an opinion.

SECTION IV: TIME LIMITS

Since it is important to good relations that grievances be processed as rapidly as possible, every reasonable effort will be made by all parties to expedite the process. No written grievance will be entertained as described below and such grievance will be deemed waived unless a written grievance is forwarded within thirty (30) days after the unit member knew or should have known of the act or condition on which the grievance is based.

The time limits specified for either party may be extended only by mutual written agreement. A defense of untimely filing shall not be considered waived by any attempts to adjust the situation giving rise to the grievance or to forestall similar incidents.

SECTION V: STAGES OF GRIEVANCE

Stage 1: Informal

- A. A unit member having a grievance shall discuss it with his/her building principal, or in the absence of a building principal, the principal's supervisor, in an effort to resolve the matter informally. The principal may confer with parties in interest but, in arriving at his/her decision, will not consider any material or statements offered by or on behalf of any such party in interest with whom consultation has been had without the aggrieved party or his/her representative present.
- B. If the grievance is not resolved informally, the grievant shall reduce his/her grievance to writing and present it to the principal and the Association President within three (3) days of the principal's decision. No more than two (2) days after the written grievance is presented to him/her the principal will, without any further consultation with the aggrieved party or any party in interest, render a decision in writing and transmit it to the unit member and the Association President.

Stage 2: Superintendent of Schools

- A. If the unit member initiating the grievance and/or the Association are not satisfied with the written decision at the conclusion of Stage 1, a written appeal of the decision may be filed by the teacher or the Association with the Superintendent of Schools within ten (10) days after the teacher has received such written decision.
- B. Within five (5) days after receipt of the appeal the Superintendent of Schools, or his duly authorized representative, shall schedule a hearing with the grievant, his/her representative, and all other parties in interest. This hearing must be held at a mutually acceptable time within seven (7) days of the Superintendent's receipt of the appeal.
- C. The Superintendent of Schools shall render a decision in writing to the unit member and the Association President within ten (10) days after the conclusion of the hearing.

Stage 3: Board of Education

- A. If the unit member and/or the Association are not satisfied with the decision at Stage 2, an appeal may be filed in writing with the Board of Education within ten (10) days after receiving the decision at Stage 2.
- B. Within fifteen (15) days after receipt of an appeal the Board of Education or a committee thereof shall hold a hearing with the grievant, his/her representative, and all parties in interest on the grievance.
- C. Within ten (10) days after the conclusion of the hearing, the Board of Education shall render a decision, in writing, on the grievance. Such decision shall be promptly transmitted to the grievant and the Association President.

D. Notwithstanding anything set forth above, the Board of Education, or the committees thereof, shall not be required to meet more often than ten (10) day intervals to process multiple simultaneous grievances.

Stage 4: Arbitration

- A. If after the appeal to the Board of Education, the unit member and/or Association are not satisfied with the decision at Stage 3 and the Association determines that the grievance is meritorious, it may submit the grievance to binding arbitration by written notice to the Board of Education within fifteen (15) school days of the decision at Stage 3.
- B. Within five (5) school days after such written notice of submission to arbitration, the Board of Education and the Association will agree upon a mutually acceptable arbitrator competent in the area of grievance, 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 five (5) days, a request for a list of arbitrators will be made to the American Arbitration Association in the selection of an arbitrator.
- C. The selected arbitrator will hear the matter promptly and will issue his/her decision not later than fourteen (14) calendar days from the date of the close of the hearing, or if oral hearings have been waived, then from the date the final statements and proof are submitted to him/her. The arbitrator's decision will be in writing and will set forth his/her findings of fact, reasoning, and conclusions on the issues.
- D. The arbitrator shall have no power or authority to make any recommendation which requires the commission of an act prohibited by law or which violates the terms of this Agreement.
- E. The decision of the arbitrator shall be final and binding upon all parties.
- F. The costs for the services of the arbitrator will be borne equally by the Board of Education and the Association.

ARTICLE XVII EQUALITY OF OPPORTUNITY

The parties of this contract warrant that there shall be no discrimination in selection, promotion, assignment, recognition, compensation, term and conditions of employment, lay-off, instruction or training opportunities for members, or potential members, of the bargaining unit on account of an individual's sex.

This applies to positions within the Watertown Education Association and the Board.

ARTICLE XVIII COLLEGE CREDIT

SECTION A - "COLLEGE CREDIT FOR ADVANCEMENT"

The provisions of this Article are not applicable to school nurses.

The criteria for determining college courses for which a teacher will be given credit towards advancement on the salary schedule shall be as follows:

- 1. All such courses shall be taken following the earning of the New York State Provisional Certificate.
- Courses must be taken at the graduate level.
- 3. Courses must be taken: a) toward permanent certification or b) that meet priority needs within the local school system or offer the potential for meaningful improvement of the teacher's ability to perform his/her duties. Such courses shall be considered in light of a teacher's evaluations, teaching assignment and experience.

- 4. Courses must be submitted in advance to the Superintendent (the teacher should send a copy to the W.E.A.) for his/her approval as meeting the criteria in paragraph 3 above. Wherever possible, such requests will be made at least 20 days in advance of commencement of the course. If 20 days notice is not possible, the teacher shall make the request for approval as early as possible. In all cases, requests for approval must be forwarded in advance of commencement of the course to the office of the appropriate Assistant Superintendent of Schools on forms provided by the Board of Education.
- 5. The application form for course approval will provide for three options.
 - a) Approved.
 - b) Disapproved.
 - c) Additional Supportive Information Required.
- 6. When a teacher specifically asks for "expedited treatment" for course approval, the District shall respond as quickly as possible and certainly within five (5) days of receipt of the request except in extenuating circumstances in which case a response shall be forthcoming as soon as possible.
- 7. If the request to the Superintendent is denied, a copy of the denial will be returned to the Association along with a copy to the teacher. If the teacher believes the course does meet either of the criteria specified in "3", the teacher may appeal the decision to a review board consisting of the Superintendent of Schools or his/her designee, the President of the Board of Education or his/her designee, the President and Vice President of the Watertown Education Association and a mutually acceptable fifth party. This request for review must be made within ten (10) calendar days after notice of denial by the Superintendent and it must be made to the President of the Board of Education. The review committee shall meet within ten (10) days to determine whether the course meets the criteria specified in "3" and, if the course is not approved, the review board shall give written reasons for its disapproval within ten (10) calendar days of holding the review.
- 8. To receive credit for an approved course, the teacher shall notify the Human Resources Department within fifteen (15) school days of receiving such official notification.
- 9. Unless all provisions are complied with, no credit will be provided retroactively. When the provisions are complied with, then salary schedule credit will be effective at the start of the next school year after the teacher has completed the course.
- 10. Prominent notification of the teacher's responsibility will be printed on the application and approval form.
- 11. In no instance will reimbursement for credit earned after July 1, 1973, be paid unless it is six (6) hours or more, or unless the credit when combined with previously accumulated credit equal a 15- hour block.
- 12. For approved graduate courses taken after September 1, 2004, and completed during the school year with all verifying paperwork submitted not later than August 15th, payment for that course work will be made at the commencement of the following school year. Any course work submitted for summer, fall or spring classes after August 15th could not be paid until the next following school year.

ARTICLE XIX SICK LEAVE BANK

The sole purpose of the Sick Leave Bank is to provide additional sick leave to bank members who have exhausted their own sick leave and have suffered an unplanned and prolonged illness or injury that is not covered by Workers' Compensation (effective 12/26/89). The Sick Leave Bank will be administered according to the guidelines below. Recommendation for changes and/or interpretation will be made by the Sick Leave Bank Committee subject to the approval of the Superintendent of Schools.

- 1. All employees represented by the W.E.A. and employed by the Board of Education are eligible for membership.
- Application for membership must be made in writing and to the Director of Personnel for returning employees on or before June 30th, and on or before the end of the first full week of school for new employees; otherwise, membership will be delayed until the following school year.
- 3. Upon entrance into the Sick Leave Bank, a member will donate one day from his/her personal sick leave accumulation. No further donations will be necessary until the number of days in the bank is depleted to six hundred (600) or less days. In any given year should the bank fall below six hundred (600) days, all members will donate one day from his/her personal sick leave accumulation.
- 4. Days contributed to the Sick Leave Bank are non-refundable.
- 5. Persons wishing to terminate membership in the Sick Leave Bank must notify the Superintendent of Schools in writing. Termination of membership must be accomplished between July 1 and September 1 of any given year.
- 6. Before a member can draw on the Sick Leave Bank all of his/her personal sick leave must have been exhausted.
- 7. After a member has exhausted his/her personal sick leave, a waiting period of from five (5) to ten (10) working days will occur before drawing days from the bank. The minimum waiting period shall be determined by a unit member's accumulated personal sick leave. If at the commencement of the disability which results in a request for days from the Sick Leave Bank, a teacher has twenty (20) or more days in his or her sick leave account the minimum waiting period will apply. A teacher having less than 20 days will have a waiting period determined in inverse ratio to the number of days in his/her personal sick leave account.

The Sick Leave Bank Committee may waive the waiting period in certain circumstances, based on a unanimous vote of the Committee to waive the waiting period.

- 8. Benefits can be granted only for personal illness.
- 9. Benefits received from the bank will not have to be repaid.
- 10. Maximum benefits for any one individual shall not exceed:

	WORK DAYS
0 - 5 years of service in the District6 - 10 years of service in the District11 + years of service in the District	20 40 60

Benefits will be granted only as long as computed days remain available in the bank.

- 11. Benefits will apply to only days on which the member would have normally worked.
- 12. Daily benefits will be calculated by dividing the member's annual salary by 200.
- Applications for benefits submitted to the Director of Personnel must be accompanied by a detailed doctor's statement including such things as a completed diagnosis, expected duration, physical limitations, etc. A copy of the application should be sent to the W.E.A. when it is submitted. The recommendation of the Committee and the decision of the Superintendent of Schools shall be sent to the Association.

- 14. Benefits may be drawn from the bank by any one member only once in a given fiscal year. In an unusual circumstance, a member of the bank may draw from the bank a second time during a fiscal year by unanimous consent of the Committee. Under no circumstances will an employee be allowed to exceed the number of days allowed under paragraph 10 above.
- 15. All applications for benefits will be reviewed by the Sick Leave Bank Committee composed of the following, before forwarding them to the Superintendent of Schools for approval:
 - 2 members of the Central Office Administrators 2 members of W.E.A.
- 16. The Superintendent of Schools may require a member requesting and/or receiving benefits, to submit to a physical examination by a doctor of the District's choice.

ARTICLE XX ATTENDANCE AT DISTRICT MEETINGS

- A. Except under circumstances considered by the Superintendent of Schools to constitute an emergency, advance notice of at least one week shall be given for all meetings at which attendance of all unit members is expected. Such notice shall include a statement of the purpose of the meeting or a brief agenda of the matters to be considered.
- B. Staff meetings called by a building principal shall be on advance notice of at least two days, provided, however, that at least one week's notice shall be given whenever possible.
- C. Meetings at which attendance is required shall not be scheduled on the afternoon or evening of the last day of school immediately preceding a school vacation except upon mutual consent of all staff involved.

ARTICLE XXI PROFESSIONAL DEVELOPMENT CONFERENCE

The Association shall be allotted one-half day per year for a conference, workshop, or other professional growth activity for the professional staff. Request for a date for such half-day program shall be submitted to the Superintendent of Schools at least 30 days in advance, along with an outline of the plan and program for the use of the half-day. Approval of the proposed program as to its professional growth potential, and of the requested date, rest with the Superintendent of Schools.

ARTICLE XXII EXCHANGE TEACHER PROGRAM

- A. Any teacher meeting the requirements of the International Teacher Exchange Program may apply for participation in that program, provided that not more than two (2) teachers may be absent while participating in the program at any one time.
- B. While final selection of participants is made by the governing authority of the Exchange Program, applications first will be screened locally by a joint committee consisting of members of the Board of Education, Watertown Education Association, and the Superintendent of Schools.
- C. Any teacher selected for the program will be expected to return and remain as a teacher in the School District for at least two (2) years following the conclusion of the exchange, and to actively share his/her experience with other teachers.
- D. All tenure, salary, and retirement rights in the District will be retained by the participant, and upon return he/she will assume the same teaching position or one comparable to that previously held.

ARTICLE XXIII FAIR DISCIPLINE

No member of the bargaining unit shall be dismissed, disciplined, reduced in rank or compensation, or have an unsatisfactory evaluation be placed in his/her file without just cause. Just Cause shall include, but not be limited to, the following:

- a. persistent tardiness;
- b. serious or continued failure to complete required reports on time;
- c. serious or continued failure to meet acceptable standards of teaching performance in the classroom as established by the District;
- d. inability to control student behavior;
- e. inadequate command of subject matter;
- f. repeated poor language usage in the classroom;
- g. serious or repeated failure to comply with administrative directives;
- h. use of alcohol or illegal drugs while on the job;
- i. immorality;
- j. dishonesty;
- k. serious or continued failure to accept assigned duties;
- I. unwarranted abusive criticism of fellow employees in the media, PTO meetings, or other public forums;
- m. serious or repeated misuse of sick leave or other leave.

ARTICLE XXIV PERSONNEL FILES

- A. The official District teacher personnel file shall be maintained in the Central Office.
- B. No material derogatory to a teacher's conduct, service, character, or personality shall be placed in the file unless the teacher has had an opportunity to examine the material. The teacher shall be considered to have an opportunity to examine the material when notified in person, by telephone, or by mail:
 - 1. that such an action is contemplated;
 - 2. that the material is available for inspection in the Office of the Superintendent of Schools; and
 - 3. a period of three working days has elapsed from the notification of the employee exclusive of the day of notification.
- C. Whenever reasonably possible, teachers shall be informed in person of unfavorable material to be placed in their file. If a teacher is unavailable for such notification for more than seventy-two (72) hours, the District may notify the teacher by mail through the United States Postal Service, certified mail, deliverable to addressee only, return receipt requested. Such mailing will be a conclusive presumption of receipt by the employee on the delivery date shown on the receipt.

- D. A teacher shall acknowledge that he/she has read the material available in the Office of the Superintendent of Schools by affixing his/her signature on the actual copy to be filed. Such signature merely signifies that the teacher has read the material to be filed, and does not necessarily indicate agreement with its contents.
- E. An incident which has not been reduced to writing, within three (3) months of its discovery or its occurrence, whichever is the later, exclusive of the summer vacation period, may not be added to the file.
- F. The teacher shall have the right to answer any material filed and that his/her answer shall be attached to the file copy. The teacher shall have three (3) months from the date of his/her initial examination of the contested material to answer such material.
- G. Upon request, teachers in the presence of the custodian thereof, shall be permitted to examine their files. Teachers may receive copies of any material in their files upon payment of a reasonable fee.
- H. A teacher shall not be entitled to see or copy pre-employment recommendations or pre-employment evaluations.
- I. Inaccurate or misleading material will be removed from the file if a teacher's claim that it is inaccurate or misleading is sustained.
- J. Only material filed prior to recommendation for disciplinary action or dismissal shall be considered in determining whether a teacher shall be disciplined or dismissed.
- K. No material in a teacher's file will be released to other than District personnel in the course of their duties without the teacher's permission. This is not intended to limit candid references requested of the District, the release of public records, or information which is the subject of litigation or administrative procedures.

ARTICLE XXV

A. INJURY PROTECTION

Unit members who are unable to work as a result of an injury incurred while the unit member is in the responsible performance of his/her duty shall not be charged sick leave and shall receive full pay for such period of disability up to a maximum of 75 days. At the end of 75 days, if the teacher is still out and in all other on-the-job injury care, the following will apply:

In the event of any injury incurred in the course of employment, the unit member will be reimbursed to the extent of his available sick leave. Any Workers' Compensation payments for which the unit member qualifies while on sick leave shall be paid to the District. The dollar value will be converted to the equivalent number of work days, based upon the unit member's salary and at the termination of the absence, this number of days will be credited to the unit member's sick leave for the future. The parties agree that where a unit member is finally adjudged guilty of criminal charges or has judgment entered against him/her in a civil case related to the incident, the Board has no further responsibility for pay or loss of accumulated leave.

B. DAMAGE LOSS

The employer shall reimburse any member of the bargaining unit for loss to the member on school grounds of the member's wearing apparel and personal appurtenances providing the member was engaged in the course of his/her employment and provided further such loss or damage was not caused by negligence of the member.

Moreover, the employer is not obligated to reimburse any member for frivolous claims such as stocking runs, snagged knits, etc.

The employer shall in no event be obligated to reimburse any member of cash loss in excess of \$25.00*.

* Should reimbursements resulting from cash loss claims exceed \$100.00 in any 12 month period, then, effective at that time, the District's obligation on all future claims shall be limited to \$15.00 for each loss. Subsequent to that time should reimbursements resulting from cash loss claim exceed \$100.00 in any 12 month period, then effective at that time the District obligation on all future claims shall be limited to \$5.00 for cash loss.

ARTICLE XXVI INTERVIEWING APPLICANTS

When a building principal has scheduled interviews with a teacher candidate he/she shall notify teachers in the affected grade level or subject field in his/her school of the date and times of interviews and invite their attendance. The principal shall attempt to schedule interviews at times when teachers are available. It is suggested that an interviewing team of three, plus the principal, should be adequate. The method of selecting the teachers shall be left to the discretion of the principal.

ARTICLE XXVII CONTINUING POLICIES

Written policies in existence prior to July 1, 1988, that pertain to negotiated terms and conditions of employment for members of this bargaining unit, which do not appear in this contract, shall be incorporated as part of this contract.

Such policies will be identified with the statement that if it was negotiated and "can be changed only by mutual agreement, W.E.A. and Board of Education," to be included in the contract.

ARTICLE XXVIII RETIREMENT INCREMENT

A. At the time of an individual's retirement under the provisions of the appropriate New York State Retirement System, the District will pay as outlined below for each unused sick day, up to two hundred (200) days.

ACCUMULATED DAYS	RATE/DAY
0 - 100	\$ 6.00
101 - 150	\$25.00
151 - 200	\$55.00

Maximum benefit for professional educators - \$4,600.00

Maximum benefit for school nurses - \$1,850.00

B. Retiring employees who receive payment for unused sick leave will have the amount of the payment deposited in a 403b-7 account.

ARTICLE XXIX SUMMER WORK ASSIGNMENTS

- 1. All employees who are asked to return to work during the summer vacation period (to perform duties which are a natural extension of their normal duties) will be paid on a pro-rata basis of their salaries for the duties performed.
- 2. Effective March 4, 2003, ten (10) month employees who participate in voluntary summer programs will be paid \$15.00 per hour for as long as that continues to be the going rate in the District.
- 3. Guidance Counselors will serve on a ten-month basis. Summer work for the guidance counselor will be scheduled for five days. Reimbursement will be at the rate of 1/200th of the ten-months salary per day.

 Guidance Counselors will be paid 1/200th of their base annual salary for each day worked between the last day of school and June 30.

ARTICLE XXX DENTAL INSURANCE

The District will contribute to a Dental Plan elected by the Association subject to the approval of the District as outlined below:

Individual Coverage \$ 50.00 Family Coverage \$100.00

The Association and District representatives shall review alternative dental plan for possible implementation prior to expiration of agreement. Any premium increase over the amount set in the contract shall be shared 50/50 provided however the District's total contribution shall not exceed \$100 for individual and \$200 for family coverage. Any recommendation to change plans shall require the approval of the Board.

ARTICLE XXXI MILEAGE COMPENSATION

Where an employee uses his/her personal automobile for approved school business, the District shall reimburse for mileage at the I.R.S. approved rate.

ARTICLE XXXII

Copies of the contract will be furnished to all unit members. Cost will be paid by the Board of Education.

ARTICLE XXXIII LENGTH OF TEACHER WORK DAY

The length of the work day for all members of the bargaining unit shall not exceed 7 hours and 12 minutes.

ARTICLE XXXIV SCHOOL CALENDAR

One month prior to the Board approving a final school calendar, the Superintendent will request input on a proposed school calendar from the W.E.A. The W.E.A. will respond within ten (10) school days.

Effective July 1, 2003, the District agrees that the school calendar will not exceed 186 calendar days. For the purposes of this formula only, the parties are including in the 186 school calendar days a potential of 6 emergency snow days, and a minimum work year of 180 days.

If by April 1st, three (3) or more unused snow/emergency days remain, bargaining unit members will not be required to report for work on one day to be determined by the Superintendent after discussion with the WEA President. If by May 1st, two (2) or more unused snow/emergency days remain, bargaining unit members shall not be required to report for work on the Friday before the Memorial Day holiday.

ARTICLE XXXV SAVING CLAUSE

2005 - 2006

Exhibit "A" Page 1

	С	D	E	F	G	Н	1	J
Step/Col	(BA)	(BA15)	(BA30)	(MA)	(MA15)	(MA30)	(MA45)	(MA60)
1	35193	36170	37147	38124	39101	40078	41055	42032
2	36277	37254	38231	39208	40185	41162	42139	43116
3	37361	38338	39315	40292	41269	42246	43223	44200
4	38445	39422	40399	41376	42353	43330	44307	45284
5	39529	40506	41483	42460	43437	44414	45391	46368
6	40613	41590	42567	43544	44521	45498	46475	47452
7	41697	42674	43651	44628	45605	46582	47559	48536
8	42781	43758	44735	45712	46689	47666	48643	49620
9	43865	44842	45819	46796	47773	48750	49727	50704
10	44949	45926	46903	47880	48857	49834	50811	51788
11	46033	47010	47987	48964	49941	50918	51895	52872
12	47117	48094	49071	50048	51025	52002	52979	53956
13	48201	49178	50155	51132	52109	53086	54063	55040
14	49285	50262	51239	52216	53193	54170	55147	56124
15	50369	51346	52323	53300	54277	55254	56231	57208
16	51453	52430	53407	54384	55361	56338	57315	58292
17	52537	53514	54491	55468	56445	57422	58399	59376
18	53621	54598	55575	56552	57529	58506	59483	60460
19	54705	55682	56659	57636	58613	59590	60567	61544
20	54972	55949	56926	57903	58880	59857	60834	61811
21	54972	55949	56926	57903	58880	59857	60834	61811
S22	57953	58930	59907	60884	61861	62838	63815	64792
23	57953	58930	59907	60884	61861	62838	63815	64792
24	57953	58930	59907	60884	61861	62838	63815	64792
S25	60934	61911	62888	63865	64842	65819	66796	67773
26	60934	61911	62888	63865	64842	65819	66796	67773
27	60934	61911	62888	63865	64842	65819	66796	67773
S28	63915	64892	65869	66846	67823	68800	69777	70754
29	63915	64892	65869	66846	67823	68800	69777	70754
30	63915	64892	65869	66846	67823	68800	69777	70754
S31	66896	67873	68850	69827	70804	71781	72758	73735

2006 - 2007

Exhibit "A" Page 2

	С	D	E	F	G	Н	1	J
Step/Col	(BA)	(BA15)	(BA30)	(MA)	(MA15)	(MA30)	(MA45)	(MA60)
1	35870	36847	37824	38801	39778	40755	41732	42709
2	37014	37991	38968	39945	40922	41899	42876	43853
3	38158	39135	40112	41089	42066	43043	44020	44997
4	39302	40279	41256	42233	43210	44187	45164	46141
5	40446	41423	42400	43377	44354	45331	46308	47285
6	41590	42567	43544	44521	45498	46475	47452	48429
7	42734	43711	44688	45665	46642	47619	48596	49573
8	43878	44855	45832	46809	47786	48763	49740	50717
9	45022	45999	46976	47953	48930	49907	50884	51861
10	46166	47143	48120	49097	50074	51051	52028	53005
11	47310	48287	49264	50241	51218	52195	53172	54149
12	48454	49431	50408	51385	52362	53339	54316	55293
13	49598	50575	51552	52529	53506	54483	55460	56437
14	50742	51719	52696	53673	54650	55627	56604	57581
15	51886	52863	53840	54817	55794	56771	57748	58725
16	53030	54007	54984	55961	56938	57915	58892	59869
17	54174	55151	56128	57105	58082	59059	60036	61013
18	55318	56295	57272	58249	59226	60203	61180	62157
19	56462	57439	58416	59393	60370	61347	62324	63301
20	56462	57439	58416	59393	60370	61347	62324	63301
21	56712	57689	58666	59643	60620	61597	62574	63551
S22	59711	60688	61665	62642	63619	64596	65573	66550
23	59711	60688	61665	62642	63619	64596	65573	66550
24	59711	60688	61665	62642	63619	64596	65573	66550
S25	62710	63687	64664	65641	66618	67595	68572	69549
26	62710	63687	64664	65641	66618	67595	68572	69549
27	62710	63687	64664	65641	66618	67595	68572	69549
S28	65709	66686	67663	68640	69617	70594	71571	72548
29	65709	66686	67663	68640	69617	70594	71571	72548
S 30	68708	69685	70662	71639	72616	73593	74570	75547

2007 - 2008

Exhibit "A" Page 3

	С	D	E	F	G	н	ı	J
Step/Col	(BA)	(BA15)	(BA30)	(MA)	(MA15)	(MA30)	(MA45)	(MA60)
1	36475	37462	38449	39436	40423	41410	42397	43384
2	37679	38666	39653	40640	41627	42614	43601	44588
3	38883	39870	40857	41844	42831	43818	44805	45792
4	40087	41074	42061	43048	44035	45022	46009	46996
5	41291	42278	43265	44252	45239	46226	47213	48200
6	42495	43482	44469	45456	46443	47430	48417	49404
7	43699	44686	45673	46660	47647	48634	49621	50608
8	44903	45890	46877	47864	48851	49838	50825	51812
9	46107	47094	48081	49068	50055	51042	52029	53016
10	47311	48298	49285	50272	51259	52246	53233	54220
11	48515	49502	50489	51476	52463	53450	54437	55424
12	49719	50706	51693	52680	53667	54654	55641	56628
13	50923	51910	52897	53884	54871	55858	56845	57832
14	52127	53114	54101	55088	56075	57062	58049	59036
15	53331	54318	55305	56292	57279	58266	59253	60240
16	54535	55522	56509	57496	58483	59470	60457	61444
17	55739	56726	57713	58700	59687	60674	61661	62648
18	56943	57930	58917	59904	60891	61878	62865	63852
19	58147	59134	60121	61108	62095	63082	64069	65056
20	59351	60338	61325	62312	63299	64286	65273	66260
21	60555	61542	62529	63516	64503	65490	66477	67464
S22	62677	63664	64651	65638	66625	67612	68599	69586
23	62677	63664	64651	65638	66625	67612	68599	69586
24	62677	63664	64651	65638	66625	67612	68599	69586
S25	64799	65786	66773	67760	68747	69734	70721	71708
26	64799	65786	66773	67760	68747	69734	70721	71708
27	64799	65786	66773	67760	68747	69734	70721	71708
S28	66921	67908	68895	69882	70869	71856	72843	73830
29	66921	67908	68895	69882	70869	71856	72843	73830
S30	69043	70030	71017	72004	72991	73978	74965	75952

TEACHERS' SALARY SCHEDULE CLASSIFICATION

4 years of training, if appointed prior to June 30, 1962; and those with a Bachelor's Degree.

Bachelor's Degree plus 15 hours of advanced training.

Bachelor's Degree plus 30 hours of advanced training.

Master's Degree or Bachelor's Degree plus 45 hours of advanced training.

Master's Degree plus 15 hours of advanced training, or Bachelor's Degree plus 60 hours of advanced training.

Master's Degree plus 30 hours of advanced training, or Bachelor's Degree plus 75 hours of advanced training.

Master's Degree plus 45 hours of advanced training, or Bachelor's Degree plus 90 hours of advanced training.

Master's Degree plus 60 hours of advanced training.

DIFFERENTIALS 2005-2008

Wiley School Student Council Case Junior High Controller Case Junior High School Newspaper Advisor Case Junior High School Student Council Advisor Case Junior High School Yearbook Advisor Director of Watertown High School Spring Musical Production Director of Watertown High School Fall Musical Production	\$250 \$150 \$200 \$250 \$250 \$1,500 \$1,500
Director of Watertown High School Drama Production Director of Case Junior High School Drama Production Director of Case Junior High School Musical Production Watertown High School Student Council Advisor	\$500 \$350* \$350* \$500
Watertown High School Yearbook Advisor Watertown Senior Class Advisor (permanent) Watertown High School Color Guard Advisor Watertown High School Newspaper Advisor International Club (AFS)	\$900 \$450 \$400 \$500 \$200
Key Club National Honor Society Advisor(s) maximum 2 Society to Support Sports Advisor (SSS) Students Against Drunk Driving (SADD) Advisor Freshman Class Advisor(s) 2 Sophomore Class Advisor(s) 2	\$500 \$400 or \$200** \$200 \$500 \$250** \$250**
Junior Class Advisor(s) 2 Senior Class Advisor(s) 2 Watertown High School Whiz Quiz Advisor Watertown High School Art Club Lead Teacher	\$300** \$350** \$350 \$400 \$2,000
Case Junior Students Against Drunk Driving (SADD) Advisor Forensic Club Advisor Environmental Club Advisor Drama Club Advisor Photography Club Advisor	\$2,000 \$250 \$250 \$300 \$350 \$300
Teen AIDS Task Force Advisor Peer Mediation Advisor(s) maximum 2 Model U.N. Advisor Interact Advisor Outing Club Advisor	\$400 \$400 or \$200** \$325 \$450 \$325

^{*} per production

It is understood that, with the approval of these expenditures for the above positions, a job description is to be developed and payment will be dependent upon performance as related to the job description as approved by the building principal of the building in which the function is based.

^{**} each

Teacher-Coach for Odyssey of the Mind Team:

The teacher-coach who has a winning team that goes to the state level of competition shall receive \$150. The teacher-coach who has a winning team at the state level that goes to the national level shall receive an additional \$100.

YEARS OF EXPERIENCE

	1	2	3	4-5	6+
Senior High Band Director	\$600	\$700	\$800	\$900	\$1000
Guidance	\$1100	\$1300	\$1500	\$1700	\$2100
Psychologist	\$1500	\$1700	\$1900	\$2100	\$2300

WATERTOWN COACHING DIFFERENTIALS

TOTAL POINT										
VALUE	SEASON	<u>SPORT</u>	<u>A</u>	<u>C</u>	D	<u>E</u>	<u>G</u>	<u>H</u>	Ī	<u>J</u>
5.0	S	Baseball - Mod. (7th)	0.5	0.5	1.0	0.5	1.5	1.0	0.0	0.0
5.0	S	Baseball - Mod. (8th)	0.5	0.5	1.0	0.5	1.5	1.0	0.0	0.0
10.5	S	Baseball - JV	0.5	1.5	4.0	2.0	1.5	1.0	0.0	0.0
14.5	S	Baseball - V	1.0	2.0	5.0	2.5	1.0	1.0	0.0	2.0
6.0	W	Basketball - Mod. (B & G)	0.5	0.5	1.0	1.0	2.0	1.0	0.0	0.0
5.0	W	Basketball - Mod. (B&G) in-house	0.5	0.5	1.0	0.5	1.5	1.0	0.0	0.0
10.5	W	Basketball - 9th (B & G)	1.0	1.0	5.0	1.0	1.5	1.0	0.0	0.0
13.5	W	Basketball - JV B	1.0	1.0	6.0	2.5	1.0	2.0	0.0	0.0
12.5	W	Basketball - JV G	0.5	1.0	6.0	2.0	1.0	2.0	0.0	0.0
21.5	W	Basketball - V B	3.0	2.0	7.0	2.5	1.0	4.0	0.0	2.0
20.0	W	Basketball - V G	3.0	2.0	7.0	2.0	1.0	3.0	0.0	2.0
2.0	F	Cheering - JV								
3.5	W	Cheering - JV								
5.5	F&W	Cheering - JV	0.5	1.0	1.0	1.5	0.5	1.0	0.0	0.0
5.0	F	Cheering - V								
6.5	W	Cheering - V								
11.5	F&W	Cheering - V	0.5	1.5	2.0	3.5	1.0	1.0	0.0	2.0
17.0	F&W	Cheering - JV & V	1.0	2.5	3.0	5.0	1.5	2.0	0.0	2.0
6.0	F	Cross Country - Mod. Coed	0.0	1.0	1.0	2.0	1.0	1.0	0.0	0.0
13.5	F	Cross Country - V Coed	1.0	1.0	3.0	2.5	3.0	1.0	0.0	2.0
6.5	F	Field Hockey - Mod	0.5	0.5	1.0	1.0	2.5	1.0	0.0	0.0
6.5	F	Field Hockey - JV	0.5	0.5	1.0	1.0	2.5	1.0	0.0	0.0
10.0	F	Field Hockey - V	1.0	0.5	2.0	2.0	1.5	1.0	0.0	2.0
7.0	F	Football - Mod Head	1.0	0.5	1.0	0.5	2.5	1.0	0.5	0.0
6.5	F	Football - Mod Assist.	1.0	0.5	1.0	0.5	2.5	1.0	0.0	0.0
9.5	F	Football - JV Head	1.5	1.5	3.0	0.5	1.5	1.0	0.5	0.0
9.0	F	Football - JV Assist.	1.5	1.5	3.0	0.5	1.5	1.0	0.0	0.0
16.5	F	Football - V Head	3.0	2.0	3.0	0.5	1.0	4.0	1.0	2.0
13.0	F	Football - V Assist.	2.5	2.0	3.0	0.5	1.0	4.0	0.0	0.0
8.5	S	Golf - V Coed	0.5	1.5	1.0	1.0	1.5	1.0	0.0	2.0
6.0	S	Lacrosse - Mod Head (B & G)	0.5	1.0		0.5	1.5	1.0	0.5	0.0
5.5	S	Lacrosse - Mod Assist. (B & G)	0.5	1.0	1.0	0.5	1.5	1.0	0.0	0.0
9.0	S	Lacrosse - JV B Head	0.5	1.0	3.0	1.5	1.5	1.0	0.5	0.0
8.5	S	Lacrosse - JV B Assist.	0.5	1.0	3.0	1.5	1.5	1.0	0.0	0.0
16.5	S	Lacrosse - V Head (B & G)	2.0	1.5	5.0	2.5	1.0	2.0	0.5	2.0
13.5	S	Lacrosse - V Assist. (B & G)	1.5	1.5	5.0	2.5	1.0	2.0	0.0	0.0

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6.5	F Soccer - Mod (B & G) (Alone)	0.5	0.5	1.0	0.5	3.0	1.0	0.0	0.0
6.0	F Soccer - Mod (B & G) Head*	0.5	0.5	1.0	0.5	2.0	1.0	0.5	0.0
5.5	F Soccer - Mod (B & G) Assist.	0.5	0.5	1.0	0.5	2.0	1.0	0.0	0.0
8.0	F Soccer - JV (B & G)	0.5	0.5	2.0	1.5	2.5	1.0	0.0	0.0
11.0	F Soccer - V (B & G)	1.0	0.5	2.0	2.5	2.0	1.0	0.0	2.0
5.0	S Softball - Mod. (7th)	0.5	0.5	1.0	0.5	1.5	1.0	0.0	0.0
5.0	S Softball - Mod. (8th)	0.5	0.5	1.0	0.5	1.5	1.0	0.0	0.0
9.5	S Softball - JV	0.5	1.5	4.0	1.0	1.5	1.0	0.0	0.0
13.0	S Softball - V	0.5	2.0	5.0	1.5	1.0	1.0	0.0	2.0
5.0	W Swim - Mod. B	0.0	0.5	1.0	0.5	2.0	1.0	0.0	0.0
17.0	W Swim - V B	0.5	2.0	7.0	2.5	2.0	1.0	0.0	2.0
5.0	F Swim - Mod. G	0.0	0.5	1.0	0.5	2.0	1.0	0.0	0.0
12.5	F Swim - V G	0.5	1.0	3.0	2.0	3.0	1.0	0.0	2.0
9.0	S Tennis - V B	0.5	1.5	2.0	0.5	1.5	1.0	0.0	2.0
7.5	F Tennis - V G	0.5	0.5	1.0	1.0	1.5	1.0	0.0	2.0
7.0	1 Torring V G	0.0	0.0	1.0	1.0	1.0	1.0	0.0	2.0
6.0	S Track - Mod (B & G) Head	0.5	0.5	1.0	1.0	1.5	1.0	0.5	0.0
5.5	S Track - Mod (B & G) Assist.	0.5	0.5	1.0	1.0	1.5	1.0	0.0	0.0
14.5	S Track - V (B & G) Head	0.5	2.0	4.0	3.0	1.5	1.0	0.5	2.0
11.5	S Track - V (B & G) Assist.	0.0	2.0	4.0	3.0	1.5	1.0	0.0	0.0
6.0	W Volleyball - Mod	0.5	0.5	1.0	1.0	2.0	1.0	0.0	0.0
11.0	W Volleyball - JV	0.5	2.0	5.0	1.5	1.0	1.0	0.0	0.0
17.0	W Volleyball - V	1.5	1.5	7.0	3.0	1.0	1.0	0.0	2.0
6.0	W Wrestling - Mod	0.0	0.5	1.0	0.5	3.0	1.0	0.0	0.0
13.0	W Wrestling - JV	1.0	1.5	6.0	1.5	2.0	1.0	0.0	0.0
21.5	W Wrestling - V	2.5	2.0	7.0	4.0	1.0	3.0	0.0	2.0
21.0	vv vvicaling - v	2.0	2.0	1.0	4.0	1.0	3.0	0.0	2.0

^{*} Head, working with an assistant

Salary Schedule Coaching Differentials

-	Dollar Value Per Point				
Step	2005 - 2006	2006 - 2007	2007 - 2008		
1	211.00	217.00	223.50		
2	221.00	227.00	233.50		
3	231.00	237.00	243.50		
4	241.00	247.00	253.50		
5	251.00	257.00	263.50		

NOTE:

- 1. A coach with previous coaching experience in a different sport may be given credit for a maximum of two years, and be placed no higher that Step 3 for the new coaching assignment.
- 2. A coach with previous coaching experience in the same or closely related sport may be given credit for a maximum of three years, and be placed no higher than Step 4 for the new coaching assignment.
- 3. A coach with previous experience in the same sport and same position may be given complete credit, and be placed on step accordingly for the coaching assignment.

COACHING DIFFERENTIALS

- 1. All coaching and extra curricular assignments shall be voluntary and shall be made annually at the sole discretion of the Board of Education. Employees who accept such appointments and are appointed by the Board, are expected to fulfill all of the obligations for that assignment.
- 2. The attached criteria will be used for determining point values for each sport and will be adjusted to reflect any changes such as length of season, number of games, etc. A committee of two coaches and the Athletic Director will review the changes and forward their recommendations to the Superintendent of Schools for review.

 Recommendations for changes shall be made to the Superintendent of Schools no later than June 1.
- 3. The attached point values for each sport will be used for differential calculations unless revised per paragraph 2 above.
- 4. Coaches will be requested to make a commitment by June 15 of any given year.
- 5. The point dollar value for subsequent contracts will be increased by sixty percent (60%) of the settlement percentage applied to the teacher salary scale. This percentage will be applied to Step 3, and this dollar amount will be added to each step.
- 6. To fill positions, which cannot be best filled by District staff, the District may as necessary negotiate individually with non-district personnel to fill those positions.
- 7. Days worked before September 1 and State Inter-Sectional Play will be compensated on a per diem basis. The per diem rate will be determined by dividing the sport differential by the number of days in the season for that sport.

COACHING DIFFERENTIALS

CRITERIA FOR POINT DETERMINATION

CATEGORY A - EXTRA HOURS

This includes time spent over and above regularly scheduled contests, practices, and practice scrimmages. Included are activities such as scouting and mandatory rules, League and Sectional meetings.

```
1 - 10 hours = 0.5 points

11 - 20 hours = 1.0 points

21 - 30 hours = 1.5 points

31 - 40 hours = 2.0 points

41 - 50 hours = 2.5 points

51 - 60 hours = 3.0 points
```

CATEGORY B - WEEKS IN SEASON

Time prior to September 1 and intersectional play is not included. (That time is reimbursed on the per diem formula.)

CATEGORY C - DAILY PREPARATION AND PRACTICE

The total number of practice (school days multiplied by: 3.5 hours for Varsity; 3.25 hours for Junior Varsity; 3.0 hours for Modified).

```
75 - 100 hours = 0.5 points
101 - 125 hours = 1.0 points
126 - 150 hours = 1.5 points
151 - 175 hours = 2.0 points
176 - 200 hours = 2.5 points
```

CATEGORY D - NON-SCHOOL DAYS

This is the total of Saturday and vacation day practices/games.

```
3 - 5 days = 1.0 points
6 - 8 days = 2.0 points
9 - 11 days = 3.0 points
12 - 14 days = 4.0 points
15 - 17 days = 5.0 points
18 - 20 days = 6.0 points
21 - 23 days = 7.0 points
```

CATEGORY E - PRACTICE SCHOOL DAYS

During the period September 1 to June 30. This was found by multiplying the number of weeks in the season by five, then subtracting the number of vacation days, school day contests, and holidays.

CATEGORY F - HOURS TO CONDUCT

Short

Average number of home and away contests. (Realizing that some sports take longer per contest, we worked through each sport separately.) Away contest travel times were established as follows:

OHOLL	O HOUIS	ponding		
Medium	8 hours	simultaneous		
Long	9 hours	JV/Varsity contests		
EG GE bour	~ -	0.5 nainta		
56 - 65 hour	S –	0.5 points		
66 - 80 hour	s =	1.0 points		
81 - 95 hour	s =	1.5 points		
96 - 105 hou	ırs =	2.0 points		
106 - 120 ho	urs =	2.5 points		
121 - 135 ho	urs =	3.0 points		
136 - 150 ho	urs =	3.5 points		
151 - 165 ho	urs =	4.0 points		
166 - 180 ho	urs =	4.5 points		

5 hours pending

CATEGORY G - NUMBER OF STUDENTS PER COACH

```
      10 or fewer students =
      0.5 points

      11 - 15 students =
      1.0 points

      16 - 20 students =
      1.5 points

      21 - 25 students =
      2.0 points

      26 - 30 students =
      2.5 points

      31 - 35 students =
      3.0 points

      36 + students =
      3.5 points
```

CATEGORY H - AVERAGE NUMBER OF SPECTATORS PER CONTEST

```
0 - 150 spectators = 1.0 points
151 - 300 spectators = 2.0 points
301 - 500 spectators = 3.0 points
501 - 1000 spectators = 4.0 points
1000 spectators = 5.0 points
```

CATEGORY I - COORDINATION OF COACHES

Points awarded for coordination of program and work of assistant coaches.

```
1 assistant = 0.5 points
2 assistants =1.0 points
3 assistants =1.5 points
4 assistants = 2.0 points
```

CATEGORY J - HEAD COACH OF A VARSITY SPORT

Reflects points awarded for administrative responsibility of maintaining program.

Add 2.0 points

EXHIBIT "D"

NURSES' SCHEDULE

STEP	2005-06	2006-07	2007-08
1	23446	23845	24291
2	24046	24545	24941
3	24646	25245	25591
4	25246	25945	26241
5	25846	26645	26891
6	26446	27345	27541
7	27046	28045	28191
8	27646	28745	28841
9	28025	29122	29310
10	28404	29499	29779
11	28783	29876	30248
12	29162	30253	30717
13	29541	30630	31186
14	29920	31007	31655
15	30299	31384	32124
16	30678	31761	32593
17	31057	32138	33062
18	31436	32515	33531
19	31815	32892	34000
20	32194	33269	34469
21	32573	33646	34938
22	32952	34023	35407
23	33331	34400	35876
24	33710	34777	36345
25	34089	35154	36814