

MASTER CONTRACT

between the

WATERTOWN SCHOOL DISTRICT

and the

WATERTOWN EDUCATION ASSOCIATION

2023-2024

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Preamble

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

This contract is entered into May 2023 by and between the Watertown Education Association, hereinafter called the "Association" and the School Board of the Watertown School District of Watertown, South Dakota, hereinafter called the "Board" and its successor boards.

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

ARTICLE I: PROFESSIONAL GROWTH CYCLE

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

Certified employees in years one through three will be evaluated on their performance not less than annually, as in accordance with SDCL 13:42:33.

The Professional Growth Cycle for continuing contract certified employees, those in year 4 of employment and beyond, in good standing follows a four year cycle.

- A. Year One, Full Rubric - The employee will receive seven to nine walk-through visits from their administrator. Reflection questions will be asked by the evaluator, along with documented responses from the employee. Observations and conversations will center around all strands of the Professional Growth Rubric.
- B. Year Two, Goal Setting - Working collaboratively with the principal, the employee will set an individual goal to grow in one or more of the strands of the Professional Growth Rubric using the Goal Setting Planning Sheet. Walk-through visits (one or more) will continue.
- C. Year Three, Partial Rubric - The certified employee will choose two of the rubric strands to have the administrator review during the three to five walk-through visits. Reflection questions will be asked by the administrator, with documented responses from the employee. Observations and conversations will center around those specific strands of the Professional Growth Rubric.
- D. Year Four, Goal Setting - Working collaboratively with the principal, the employee will set an individual goal to grow in one or more of the strands of the Professional Growth Rubric using the Goal Setting Planning Sheet. Walk-through visits (one or more) will continue.

A summative conference will be held at the end of each year to complete the Professional Growth Summary Page or the Goal Setting Summary Page. These pages are completed and store within Frontline. A paper copy of these pages will be placed in the employee's personnel file.

Staff will rotate through the phases of the Professional Growth Cycle in order. To balance staff among the phases, placement may be adjusted by the principal. Every employee must complete the Full Rubric at least once within every four years. Certified employees at any stage of the Professional Growth Rubric may be formally evaluated by the principal/director, including a pre-conference, scripted observation, and post-conference focused on the Lesson Design Model as requested.

Certified employees who have previous educational experience will be observed at least once in the first semester with a full period/lesson observation. They will complete the Full Rubric and full period/lesson observation in year one. In year two and beyond, these employees will collaborate with their principal/director to determine placement on the Professional Growth Cycle.

Certified employees new to the profession will be evaluated at least once in the first semester of both years one and two with a full period/lesson observation. Certified employees who are new to the profession will use the entire rubric for year one, strands I-IV in year two, and strands IV-VII in year three. Each of these years will be considered a Full Rubric year, with seven to nine walk-through visits. Once they have completed their third year in the district and are in good standing, these employees may move to Goal Setting.

If a continuing contract certified employee demonstrates lack of skill or performance in one or more areas identified within the Professional Growth Rubric, he or she will be placed on a Professional Improvement Plan by his/her principal or director. The employee will remain on Professional Improvement Plan until the problem is remediated or non-renewal is recommended. Once remediation occurs, the employee will return to the Full Rubric of the Professional Growth Cycle.

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

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

ARTICLE II: EVALUATION

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

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

EXTRACURRICULAR/CO-CURRICULAR

The Superintendent or designee will evaluate head and assistant coaches by May 31, using the Watertown Head Coach Evaluation sheet and the Watertown Assistant Coach Evaluation sheet.

RECORD KEEPING

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

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

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

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

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

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

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

_____ Contract renewal is not recommended.

_____ Contract renewal is recommended with a Professional Improvement Plan.

Date

Evaluatee Signature

Evaluator Signature

To be completed by:
April 15th for continuing and non-continuing contract employees

ARTICLE III: PROFESSIONAL IMPROVEMENT PLAN

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

The purpose of a PIP is to:

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

Referral to PIP

1. The administrator may recommend an employee for the PIP component when the concerns are such that an intensive intervention process is necessary.
2. The administrator, via written report to the superintendent or designee, will initiate the recommendation. A copy of the report will also be provided to the employee. The recommendation will include:
 - A description of the concerns as they relate to the employee's proficiency in demonstrating the target strands.
 - An explanation of how the employee is expected to benefit from the PIP
 - Documentation of previous efforts made by administrator and/or employee to improve performance.
3. If the employee recognizes that there are deficiencies in performance and exhibits a willingness to address the concerns, the PIP component will commence.
4. Timelines for completion will be revisited by the employee and the principal as directed by the PIP worksheet. The PIP worksheet may be revised multiple times during the PIP process. Once the PIP expectations have been satisfied, the Professional Improvement Plan will be considered complete. The employee will move to the full rubric of the Professional Growth Cycle.
5. If the employee refuses to recognize deficiencies and/or rejects the recommendation for a PIP, the District will take appropriate action with regard to due process.

PROFESSIONAL IMPROVEMENT PLAN EVALUATION WORKSHEET

Name_____ Building_____ Grade/Subject_____

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

Employee's Comments:

Administrator's Comments: _____

Employee's Signature _____ Date _____

Administrator's Signature _____ Date _____

ARTICLE IV: INSTRUCTIONAL LOAD

Classroom teachers of the high school shall be required to teach no more than 280 minutes per day and have 85 minutes for instructional planning time. A teacher may agree to take additional minutes when the principal has a need for flexible scheduling.

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

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

- A. Each classroom teacher in grades kindergarten through six, will have an average of seventy-five minutes of daily planning time during student contact time with a minimum of one 50 minute block of planning time per day.
- B. Special Education teachers will have 60 minutes of planning time each day. The Director of Special Education will also provide additional planning time with the use of substitutes or support staff as needed.
- C. Elementary health and fitness teachers, art teachers, and music teachers will have an approximate average of 60 minutes of instructional planning time per day during student contact time.

Teacher Assistants will have 30 minutes of daily planning time during student contact time and 30 minutes of unpaid duty free lunch time.

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

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

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

ARTICLE V: OTHER DUTIES

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

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

ARTICLE VI: TEMPORARY LEAVES OF ABSENCE

SICK LEAVE

- A. Employees covered under this contract will be eligible for ten days sick leave with full pay during any one regular contract term.
- B. Unused sick leave shall be accumulated at the rate of ten days per contract term.
- C. Any employee covered under this contract who is unable because of illness to resume duties at the beginning of a contract term, may, upon written request, accompanied by a medical doctor's certificate, apply for and receive accumulated sick leave credit against said absence. The ten days sick leave for the subsequent contract term shall not be credited to the employee until duties are resumed.
- D. Any employee with an extra duty assignment is expected to complete the full responsibilities of the assignment. If an employee who is receiving compensation for an extra duty assignment misses ten days of practice/coaching/extra duty responsibilities, the employee will be placed on leave without

pay for the extra duty position. The employee will be compensated from the start of the extra duty activity to the date of the leave. If the individual is able to return to the extra duty assignment during the course of a school year or activity season, the employee may do so and compensation for the extra duty assignment will resume for the remainder of the assignment. A replacement will be hired, if possible, for the period of the absences of the employee on leave at the same rate of pay within the applicable range as determined by the Superintendent.

- E. In case of illness of any employee the School Board reserves the right to ask the employee to furnish satisfactory evidence in the form of medical doctor's statement indicating the nature of the illness and the advisability of returning to work. Lack of satisfactory evidence being furnished will be deemed a forfeiture of any benefits accruing herein and a complete forfeiture of salary during absence from work.
- F. Any employee may be granted all benefits accruing under the sick leave policy for absences due to pregnancy or related disabilities. Application for such benefits shall be accompanied by a statement from the employee's medical doctor stating that a disability exists and its probable duration.
- G. Sick leave may be used for family illness. Family shall be defined as spouse, child, parent, parent-in-law or sibling. One day may be used on the day of the birth of a grandchild. Five days per year of family illness may be used for a grandchild that is hospitalized for a medical reason other than birth. However, this provision does not apply to before and after birth situations that do not involve sickness/illness of a family member covered by this provision.

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

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

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

PERSONAL LEAVE

Employees covered under this contract shall be allowed absence of up to two days per school year for personal or business reasons. Personal leave may be granted on a first serve basis during the first 10 days of the school year, the final 10 days of the school year or to extend a vacation or holiday. Such leave also depends on the availability of substitute teachers. Employees requesting such leaves must declare the reason for the leave and submit the leave at least two weeks in advance. Unused personal leave shall accumulate to three (3) days.

FLEX PERSONAL LEAVE

Employees covered under this contract may acquire an additional day of personal leave to use as flex personal leave, to be used in hourly increments, not to be used in increments exceeding 3 hours. This leave is acquired by working extra-curricular activities. Employees will sign up for events organized by the activities director, equivalent to their daily hours and in turn receive their flex personal leave hours for the year. The employee must commit to the daily hour equivalents of work before leave is granted. If an employee does not fulfill the duties they signed up for and they have used their flex personal leave, the hours deducted will be deducted from their regular personal leave bank or deducted from their following year allocation of personal leave. Unused leave shall not accumulate.

BEREAVEMENT

Employees covered under this contract shall be allowed five days per occurrence for the death of a family member: parent, step-parent, child, step-child, wife, husband, brother, sister, parent-in-law, brother-in-law, sister-in-law, daughter-in-law, son-in-law, grandchild, grandparents, or any member of the employee's household. Up to two days per contract year shall be allowed to attend funerals of close friends or relatives not covered by the above language. Time/days taken to attend visitations or to assist grieving close friends or relatives not covered by the above definition of family member will be considered personal leave or leave without pay.

MILITARY LEAVE

Employees covered under this contract who are drafted or are called into active duty into the defense forces of the United States for service or training shall be granted military leave. The employee shall be

reinstated to the position formerly held or one of comparable status in this school system with full credit including the annual increment or increments under the salary schedule, upon written request supported by competent proof that applicant is fully qualified to perform the duties of said position.

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

- A. Receive District employment salary and forfeit military pay to the District for the period of the absence.
- B. Receive regular military pay for the period of absence and forfeit District employment salary for the period of absence.
- C. Request the use of unused personal leave.

OTHER LEAVES

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

PARENTAL/ADOPTION LEAVE

Employees covered under this contract are entitled to leave consistent with the provisions of the Federal Family Medical Leave Act due to the birth of a child or the adoption of a child of preschool age. Contingent on the employee having sufficient accumulated sick leave, a maximum of 40 continuous days will be considered paid leave. However, in the calculation of the said 40 days, Saturdays and Sundays will be excluded; all other days, specifically including days when school may not be in session, shall be counted toward the 40 continuous day limit. In the event the employee depletes all paid sick leave before reaching the allotted sick leave time referenced above, the employee will be deducted \$250 per day following the last day of available leave used until a total of 40 days is reached. If additional time is needed beyond the 40 days, the daily deduction will be at the employee's per diem rate. Additionally, the adoption of a school-aged child shall entitle the employee to 5 continuous days of paid leave, as defined above. The continuous day count will commence on the first day of the birth or placement of a child in the employee's care. If both parents are employed by the District, an accumulative total of 12 weeks will be allowed per contractual year commencing upon the birth of a child or 5 days per contractual year commencing upon the adoption of a child.

PROFESSIONAL LEAVE

The School Board encourages employees to participate in meetings or activities of local, state, and national organizations related to the assigned teaching area and/or employment with the District. When attendance has been approved in advance, the Board may assist the employee by reimbursing expenses incurred while attending, and by providing needed substitutes. It must be recognized there is a limit to the number of employees that the Board will be able to assist in each school year. Expense reimbursement shall be authorized by the building principal or supervisor in accordance with available budget allocations. Employees wishing to attend a meeting of an organization as listed above may apply by filling out a form, PROFESSIONAL LEAVE, and submitting it to their supervisor prior to the date of absence.

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

JURY DUTY

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

INJURY ON DUTY

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

ARTICLE VII: EXTENDED LEAVES OF ABSENCE

PERSONAL LEAVE OF ABSENCE

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

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

SABBATICAL LEAVE

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

- A. A teacher applying for such leave shall have completed seven years of service in the School District.
- B. The applicant, if accepted, will receive one-half (1/2) of the salary based on the teacher's salary at the beginning of the next teaching year. A teacher on sabbatical leave shall receive the scheduled increment, the same as the teacher would have received if the teacher had occupied the regular assignment. The teacher shall also retain all sick leave and personal leave accrued prior to the absence.
- C. A teacher on sabbatical leave may continue with the group health insurance program during the leave. District contribution will continue in accordance with current language. Additional premiums, if any, shall be paid by the teacher in accordance with arrangements made with the Business office. The teacher shall sign a note for the amount of premium to be paid by the District and collectable unless the terms of paragraph "f" are met.
- D. If applying for sabbatical leave, the teacher shall fully outline the program of study to be undertaken. Failure to complete the approved program shall constitute a forfeiture of any rights granted under this policy. Applications must be submitted on or before March 1.
- E. The number of leaves granted by the District shall be up to, but not exceeding, three per year.
- F. A teacher receiving sabbatical leave shall agree to return to the service of the School Board for a period of three years. Failure to complete said term of service shall result in the repayment of salary and benefits accrued during the sabbatical leave. The teacher shall sign a note for the amount of salary and benefits accrued during the sabbatical leave to be paid by the teacher and collectable unless said teacher completes the three years of service; however, in the event of death or disability, this note will be forgiven.
- G. The teacher, upon return from sabbatical leave, shall be restored his/her former position.
- H. Candidates for sabbatical will be evaluated and selected by a committee consisting of the following: two members of the School Board, two administrators selected by the School Board and two teachers selected by the Watertown Education Association.

ARTICLE VIII: EMPLOYEES COVERED UNDER THIS CONTRACT TRANSFER PROCEDURES

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

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

ARTICLE IX: INSTRUCTIONAL STAFF VACANCIES

- A. A notice of vacancies which occur on the instructional staff shall be posted in the principal's office of

- each building and on the district's website.
- B. Teachers qualified for such vacancies and interested in applying for said position shall do so within five (5) days of the date notice was posted.
- C. Notification of vacancies shall be given within ten (10) days from the date the Board is officially notified that a vacancy will occur.
- D. This language shall not apply to any vacancy occurring during the school term unless forty-five (45) days notice has been given to the superintendent.

ARTICLE X: EXCHANGE TEACHING, FOUNDATION FELLOWSHIPS AND SCHOLARSHIPS

The School Board, upon the recommendation of the superintendent, may grant a leave of absence of not more than one year for exchange teaching, or in order for the individual to take advantage of being awarded a Foundation Fellowship or a special scholarship. School nurses, social workers and occupational therapists do not qualify for the provisions of this Article.

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

ARTICLE XI: MEETINGS – WATERTOWN EDUCATION ASSOCIATION

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

ARTICLE XII: PRESIDENT – WATERTOWN EDUCATION ASSOCIATION

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

Should an employee covered under this contract be elected President of the South Dakota Education Association, said employee will be granted an extension of the leave to a period not to exceed three years or six years if elected to a second term. The employee will retain benefits the employee incurred prior to the leave: sick leave, personal leave and early retirement.

ARTICLE XIII: PAYROLL DEDUCTION OF PROFESSIONAL DUES

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

- A. The Treasurer of the Watertown Education Association shall present to the Business Office a written authorization from each bargaining unit member who wishes to pay professional dues by payroll deduction. The authorization form will allow the Watertown Education Association to modify the amounts to be deducted. The authorization form will remain on file in the Business Office.
- B. The authorization to deduct said dues shall remain in effect from year to year unless the employee provides written notification to the Treasurer of the Watertown Education Association no later than the Monday prior to the second Tuesday in September that the authorization is revoked. A copy of the form revoking the deduction authorization shall be provided to the Business Office.
- C. By the second Tuesday in September of each year, the Treasurer of the Watertown Education

Association shall present to the Business Office a list of Watertown Education Association Members who authorize the payroll deduction of their dues and the total amount of dues to be deducted. The amount will be divided equally by the employee's payroll election of 10 or 12 months.

- D. By the 15th of the month following deduction, the Business Office shall remit to the Treasurer of the Watertown Education Association the amount withheld during the previous pay period for the payment of professional dues.
- E. If an employee resigns or is terminated prior to September 1, the Business Office shall deduct the unpaid portion of the annual dues from the employee's final paycheck.
- F. It shall be the responsibility of the Watertown Education Association to furnish new members of the bargaining unit with the necessary forms to authorize the payroll deduction. Said forms must be approved by the Business Office prior to issuance to employees.

ARTICLE XIV: CONDITIONS GOVERNING ELIGIBILITY FOR SALARY INCREMENT

Teachers applying for salary advancement for B.A.+16, B.A.+38, M.A., M.A. + 16, M.A. + 32, or Ed.D/Ph.D and Teacher Assistants applying for a salary advancement for B.A.+38 or MA must meet the following requirements. School nurses and occupational therapists do not qualify for the provisions of this Article.

- A. Proof of degrees or graduate credits earned shall rest with the employee. Transcripts, grade reports or other information shall be submitted to the superintendent on or before September 10 of the current school year. Credits or degrees submitted after September 10 and before January 31 shall be honored, but a deduction of one day's increment, based on the school calendar, shall be made for each school day of delay between September 10 and January 31. All credits submitted after January 31st shall be usable for the following school year only.
- B. Credits earned will be measured in semester hours. One quarter hour will equal 2/3 of one semester hour.
- C. All credits earned must be graduate credits, and must be earned in an institution granting graduate credits. Undergraduate credits may be approved by the assistant superintendent on an individual basis. College credit may be obtained as a result of the participation in a professional leave activity that occurs on a non-contract day if the staff member pay the cost directly associated with earning the credit. Credits earned in this manner may be applied toward advancement on the salary schedule.
- D. All courses applied to salary advancement must be related to the current assignment or courses specifically oriented to improve instructional skills. If questions arise regarding the validity of a course in relationship to salary advancement, prior approval from the assistant superintendent is recommended.
- E. Courses with graduate credit may be taken in areas of extra-duty assignments and may be applied to salary advancement. Such courses must be content oriented to current extra duty assignment or oriented to improve coaching instructional methods.
- F. Employees who earn 38 graduate credits beyond the B.A. level shall be permitted to apply for placement on the M. A. salary formula. Any graduate credits earned prior to the achievement of a M.A. degree cannot be used toward credit for M.A. +16, M.A. +32, or Ed.D/Ph.D on the salary formula.
- G. All courses must be rigorous in nature, designed to improve instructional capabilities, and/or oriented to the current assignment of the employee seeking approval for the television/internet course.
- H. Employees taking graduate level course work for the purpose of lane advancement should submit an Application for Pre-approval of Credit for Salary Advancement to secure pre-approval of coursework.
- I. Employees who have earned salary advancement after January 31 will receive a salary modification as outlined in the salary formula, for the following contract year.

ARTICLE XV: INCREMENTS FOR EXPERIENCE OUTSIDE THE DISTRICT

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

ARTICLE XVI: GRADUATE EDUCATION STIPENDS/NATIONAL TEACHER CERTIFICATION

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

The following conditions shall apply:

- A. Employees applying for a graduate education stipend will be considered with the following priority:
 - a. Employees participating in a District Collaborative Master's program
 - b. Employees participating in a Master's or Doctoral program.
 - c. Employees taking District online courses and/or District-created courses.
 - d. Employees taking general graduate credits.
- B. The applicants will receive the actual credit hour cost up to but not to exceed \$108.00 per credit hour. Payment will be made within 45 days of the applicant's display of a transcript or other official record demonstrating completion of the course and credit hours and an itemized paid receipt. Reimbursement to be made as a salary payment subject to the required deductions and District match.
- C. The School Board may grant up to, but not more than, 15 District Collaborative Master's program stipends per year at up to 15 credit hours per year. Additionally, the number of additional credits per year granted will be 25 as outlined above. Once a District Collaborative Master's program is completed, the number of credit hours granted will become 100 per year.
- D. Applicants must be submitted on or before May 1 for summer study, December 15 for spring term, and August 1 for school term study.
- E. Employees receiving a stipend related to the District Master's program shall agree to return to the service of the District for a period of three years. Failure to complete said term of service shall result in the repayment of the stipend (pro-rated) by payroll deduction or refund. Employees receiving a stipend for a District course shall agree to return to the service of the District for a period of one year. Failure to complete said term of service shall result in the repayment of the stipend in full by payroll deduction or by refund.
- F. When there are more stipends being requested than allowed, the recipients will be selected by a Professional Growth Committee consisting of the following: two members of the School Board, two administrators selected by the School Board and two teachers selected by the Watertown Education Association.
- G. Any teacher who applies for National Teacher Certification will be granted three days of professional leave to pursue certification requirements.
- H. Payment for National Teacher Certification will be made pursuant to South Dakota Codified Law.

ARTICLE XVII: PAYMENT OF SALARIES

The salaries of employees covered under this contract shall be paid on the last business day of each month. Individuals covered under this contract employed for the full school year as reflected in the adopted calendar have the option of receiving contract payments on a ten or twelve month schedule. The first payment for a new contract will be made on the last business day of September of each contract year with the remaining nine or eleven payments to follow monthly, depending on the payment option selected by the employee as indicated on their individual contract. If no payment option is selected, the employee will be paid using the ten pay option. When an employee wishes to change the method of salary payment for the next contract year, he or she must inform the Business Office prior to the first scheduled day of employment of the contract. Without such notification, the method of payment shall be continuous from year to year. A special thirteen pay option is available to newly hired or employees covered under this contract who are returning from a leave of absence with the first contract payment being made on the last business day of August and the remaining payments to follow monthly. Employees covered under this contract choosing this option must notify the Business Office prior to August 16 of the initial contract year. A pay stub will be calculated and issued separately from the employee's regular contract for

compensation requests in excess of \$350 related to signing bonuses, summer school instruction, and curriculum contracts.

ARTICLE XVIII: TAX SHELTERED ANNUITIES

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

Contributions are made monthly by payroll deductions.

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

ARTICLE XIX: RETIREMENT

- A. Employees covered under this contract with at least fifteen (15) years of full time salaried service or the equivalent of 15 years in full/part-time service (i.e. teaching a .5 F.T.E. for two years will be equal to one full year for the purpose of this section) with the District, and who are between and/or inclusive of the ages of fifty-five (55) and sixty-two (62) as of June 30 of the application year, and who have complied with the terms and conditions of this article, and who began their full time salaried employment with the District prior to August 1, 2008, may elect retirement, and upon such retirement be entitled to receive a cash benefit equal to 75% of the individual employee's last contract salary, exclusive of extra duty and co-curricular salary, if any, unless the position within a sport/activity has been held for 15 consecutive years immediately preceding retirement (for the purpose of this section, employees moving between the various coaching levels of a particular sport/activity does not break the 15 consecutive year requirement). Employees who left the District's employment prior to August 1, 2008 and are re-employed after August 1, 2008 do not qualify for the Early Retirement Benefits as outlined in this Article.
- B. The cash benefit shall be paid into an employer directed nonERISA 403(b) plan in the name of the retiree on or prior to July 31 of the retirement year and in accordance with the annual maximum deposit limits of such post-retirement contributions as outlined in IRS code. (*Note – the annual maximum contribution is a combination of the employee's elected contributions into a tax deferred annuity and the post-retirement contribution.*) If the cash benefit exceeds the maximum allowable contribution less the amount contributed into a tax deferred annuity in the year of retirement, the balance of the cash benefit will be paid in the year following the initial contribution.

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

- C. In order to qualify for retirement benefits hereunder, the employee shall notify the Superintendent in writing of the employee's intention and submit the required form and application to retire not later than March 1st of the year in which such retirement shall occur. The retirement documents consist of: retirement letter, retirement application that includes beneficiary designation and a copy of your driver's license. Such retirement must occur at the end of the contract term and may not commence during the term.
- D. In the event an employee entitled to a cash benefit shall die prior to all post-retirement funds being disbursed to the employer directed benefit plan, said funds will be disbursed on or prior to July 31st immediately following the death of the retiree to the beneficiaries as designated. In the event no beneficiary designation has been made, the unpaid benefit shall be paid in a manner provided by law. Payment by the District in accordance herewith, shall fully discharge the District's obligation under this section.
- E. Employees covered under this contract, who retire from employment between and/or inclusive of his/her fifty-fifth (55) birthday and his/her sixty second (62) birthday, under the terms and conditions outlined in #1 of this article, may continue to participate in the District's group health insurance program until they reach an age in which they are eligible for Medicare Insurance coverage. Such former employee who participates in the District's group health/dental insurance program shall pay 100 percent (100%) of the premium cost of his/her participation. The premium cost shall be paid by

each former employee participant at such time and in such manner as required by the Business Office of the District. In no event shall the provisions of this proposal extend a former employee's eligibility for participation in the group beyond that date which would have ended had the employee not retired under the terms of this policy or under provisions of the State Retirement Program.

Federal COBRA regulations shall apply in the event of the above.

- F. If an employee maintained dependent coverage at the time of early retirement, such coverage may continue hereunder. An employee may not, however, change from single to dependent coverage at any time after which retirement has been applied for, granted and instituted.
- G. WEA representatives will be included in any and all discussions with companies being considered as providers for the retirement plan.

ARTICLE XX: GROUP HEALTH AND DENTAL INSURANCE COVERAGE

The Board and its employees jointly sponsor self-funded group health and group dental insurance packages. Eligible employees indicating a desire to participate in the District's group insurance program must, at a minimum, participate at a single level coverage in the insured areas of group health and group dental. Any eligible employee who does not wish to take advantage of the insurance program offered must sign a waiver stating the insurance coverage was offered to him/her and is refused. Employees declining group insurance participation are advised that they will not be able to participate in the District's group insurance plan unless they experience a qualifying event or they enroll during the annual open enrollment period. Employees desiring coverage due to a qualifying event must notify the District within 30 days of said qualifying event of their desire to participate. Qualifying events and their definitions are outlined in the Summary Plan Document of the group insurance plan. Employees who qualify for coverage and who have previously declined coverage may elect to participate in the District's group insurance program during the open enrollment period between November 1 and November 15 each year. Said coverage if elected during the open enrollment period, will begin on the anniversary date of the plan, January 1.

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

The School District will pay up to \$652.00 toward the monthly premium of any eligible employee who wishes to participate in the District's group insurance program (\$615.00 toward group health and term life and \$37.00 toward group dental). See Attachment A.

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

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

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

ARTICLE XXI: TEACHER ASSISTANTS

Teaching Assistants will have varied teaching schedules, dependent upon individual scheduling within their building. Teacher Assistants do not follow Article X: Exchange Teaching, Foundation Fellowships and Scholarships; and Article XIX: Retirement of the Master Contract.

ARTICLE XXIII: CO-CURRICULAR SALARY SCHEDULE

2022-23 Base Salary \$45,000

2023-24 Base Salary \$47,500

Increase to Current Co-Curricular 7.00% 5.56%

MUSIC	No. of Positions	% of Base		Range in \$'s	
Jazz Band # 1	1	7.125%	9.50%	\$3,384	\$4,513
Pep Band	1	5.250%	7.00%	\$2,494	\$3,325
Marching Band	1	5.250%	7.00%	\$2,494	\$3,325
Drum Line	1	3.000%	4.00%	\$1,425	\$1,900
High School Orchestra	1	7.125%	9.50%	\$3,384	\$4,513
High School Show Choir # 1	1	7.125%	9.50%	\$3,384	\$4,513
Middle School Marching Band	1	2.625%	3.50%	\$1,247	\$1,663
Middle School Jazz Band	1	1.875%	2.50%	\$891	\$1,188
Middle School Pep Band	1	1.875%	2.50%	\$891	\$1,188
Middle School Swing Choir	1	6.000%	8.00%	\$2,850	\$3,800
FORENSICS					
Director of Speech Activities	1	18.750%	25.00%	\$8,906	\$11,875
Head Freshman Speech Activities	1	12.000%	16.00%	\$5,700	\$7,600
Assistant Speech and Debate Activities	2	12.000%	16.00%	\$5,700	\$7,600
"Partial" Assistant Speech and Debate Activities	1	8.250%	11.00%	\$3,919	\$5,225
SPEECH ACTIVITIES					
Head Oral Interp & Forensics Interp Coach	1	15.250%	20.33%	\$7,244	\$9,657
Interp Season - Assistant Interp Coach	1	6.250%	8.33%	\$2,969	\$3,957
Forensic Season - Assistant Interp Coach	1	4.000%	5.33%	\$1,900	\$2,532
Middle School Declam	2	3.000%	4.00%	\$1,425	\$1,900
DRAMATICS					
High School Fall Play Director	1	6.000%	8.00%	\$2,850	\$3,800
High School Fall Play Ass't Director	1	5.250%	7.00%	\$2,494	\$3,325
High School Spring Play/Musical Director	1	6.000%	8.00%	\$2,850	\$3,800
High School Spring Play Ass't Director	1	5.250%	7.00%	\$2,494	\$3,325
High School One Act Director	1	5.250%	7.00%	\$2,494	\$3,325
High School One Act Ass't Director	1	4.500%	6.00%	\$2,138	\$2,850
Middle School Play Director	1	5.250%	7.00%	\$2,494	\$3,325
Middle School Play Ass't Director	1	4.500%	6.00%	\$2,138	\$2,850
High School Musical Choral Director - even yr	1	5.250%	7.00%	\$2,494	\$3,325
High School Musical Band Director - even yr	1	4.500%	6.00%	\$2,138	\$2,850
High School Musical Choreographer - even yr	1	3.750%	5.00%	\$1,781	\$2,375
Middle School Musical Choral Director - odd yr	1	3.750%	5.00%	\$1,781	\$2,375
DD Miller Lighting Technician	1	11.250%	15.00%	\$5,344	\$7,125
PUBLICATIONS					
Middle School Newspaper	1	4.875%	6.50%	\$2,316	\$3,088
High School Yearbook	1	12.750%	17.00%	\$6,056	\$8,075

Middle School Yearbook	1	6.375%	8.50%	\$3,028	\$4,038
ATHLETICS					
Football					
Varsity Head Football	1	13.500%	18.00%	\$6,413	\$8,550
Varsity Assistant Football	7	9.000%	12.00%	\$4,275	\$5,700
Freshman Head Football	1	7.125%	9.50%	\$3,384	\$4,513
Freshman Assistant Football	2	6.750%	9.00%	\$3,206	\$4,275
8th Head Football	1	6.375%	8.50%	\$3,028	\$4,038
8th Assistant Football	2	6.000%	8.00%	\$2,850	\$3,800
7th Head Football	1	6.000%	8.00%	\$2,850	\$3,800
7th Assistant Football	2	5.625%	7.50%	\$2,672	\$3,563
Basketball					
Varsity Head Basketball	2	13.500%	18.00%	\$6,413	\$8,550
Junior Varsity Head Basketball	2	9.000%	12.00%	\$4,275	\$5,700
Sophomore Head Basketball	2	8.250%	11.00%	\$3,919	\$5,225
Freshman Head Basketball	2	7.125%	9.50%	\$3,384	\$4,513
Assistant Freshman Basketball	2	6.750%	9.00%	\$3,206	\$4,275
8th Head Basketball	2	6.375%	8.50%	\$3,028	\$4,038
8th Assistant Basketball	2	6.000%	8.00%	\$2,850	\$3,800
7th Head Basketball	2	6.000%	8.00%	\$2,850	\$3,800
7th Assistant Basketball	2	5.625%	7.50%	\$2,672	\$3,563
Elementary Basketball	8	3.375%	4.50%	\$1,603	\$2,138
Wrestling					
Varsity Head Wrestling	1	13.500%	18.00%	\$6,413	\$8,550
Varsity Assistant Wrestling	3	9.000%	12.00%	\$4,275	\$5,700
MS Head Wrestling	1	6.000%	8.00%	\$2,850	\$3,800
MS Assistant Wrestling	1	5.625%	7.50%	\$2,672	\$3,563
Elementary Wrestling	3	1.500%	2.00%	\$713	\$950
Soccer					
Varsity Head Soccer	2	9.750%	13.00%	\$4,631	\$6,175
Assistant Soccer	2	6.750%	9.00%	\$3,206	\$4,275
Softball					
Varsity Head Softball	1	9.750%	13.00%	\$4,631	\$6,175
Assistant Softball	1	6.750%	9.00%	\$3,206	\$4,275
Cross Country					
Varsity Head Cross Country	2	9.750%	13.00%	\$4,631	\$6,175
Assistant Cross Country	2	6.750%	9.00%	\$3,206	\$4,275
Golf					
Varsity Head Golf	2	9.750%	13.00%	\$4,631	\$6,175
Assistant Golf	2	6.750%	9.00%	\$3,206	\$4,275

Tennis

Varsity Head Tennis	2	9.750%	13.00%	\$4,631	\$6,175
Assistant Tennis	2	6.750%	9.00%	\$3,206	\$4,275
M.S. Tennis	2	3.750%	5.00%	\$1,781	\$2,375

Gymnastics

Varsity Head Gymnastics	1	12.000%	16.00%	\$5,700	\$7,600
Assistant Varsity Gymnastics	1	8.250%	11.00%	\$3,919	\$5,225

Track

Varsity Head Track	1	13.500%	18.00%	\$6,413	\$8,550
Varsity Assistant & Soph. Head Track	7	9.000%	12.00%	\$4,275	\$5,700
Middle School Head Track	1	6.375%	8.50%	\$3,028	\$4,038
Middle School Assistant Track	6	6.000%	8.00%	\$2,850	\$3,800

Volleyball

Varsity Head	1	13.500%	18.00%	\$6,413	\$8,550
Junior Varsity	1	9.000%	12.00%	\$4,275	\$5,700
Sophomore Head	1	8.250%	11.00%	\$3,919	\$5,225
9th Grade Head	1	7.125%	9.50%	\$3,384	\$4,513
9th Grade Assistant	1	6.750%	9.00%	\$3,206	\$4,275
8th Grade Head	1	6.375%	8.50%	\$3,028	\$4,038
8th Grade Assistant	1	6.000%	8.00%	\$2,850	\$3,800
7th Grade Head	1	6.000%	8.00%	\$2,850	\$3,800
7th Grade Assistant	1	5.625%	7.50%	\$2,672	\$3,563
Elementary	4	3.375%	4.50%	\$1,603	\$2,138

Competitive Dance & Cheer

Varsity Competitive Cheer	1	10.125%	13.50%	\$4,809	\$6,413
Assistant Competitive Cheer	1	4.875%	6.50%	\$2,316	\$3,088
Varsity Competitive Dance	1	10.125%	13.50%	\$4,809	\$6,413
Performance Dance Advisor	1	5.250%	7.00%	\$2,494	\$3,325

SPECIALS

Streaming - Coordinator	1	5.250%	7.00%	\$2,494	\$3,325
Arrow TV	1	5.250%	7.00%	\$2,494	\$3,325
Strength & Fitness -- Per Season	4	5.250%	7.00%	\$2,494	\$3,325
Head Cheer Coach - Football	1	4.500%	6.00%	\$2,138	\$2,850
Winter Cheer Coach - Basketball	1	6.000%	8.00%	\$2,850	\$3,800
Arrow Book Club	1	3.000%	4.00%	\$1,425	\$1,900
High School Intramural	2	4.500%	6.00%	\$2,138	\$2,850
High School Clubs	5	3.000%	4.00%	\$1,425	\$1,900
High School Student Council Advisor	1	7.150%	9.50%	\$3,396	\$4,513
Head Sadies Advisor	1	3.000%	4.00%	\$1,425	\$1,900
National Honor Society Advisor	1	3.000%	4.00%	\$1,425	\$1,900
Head Junior Class Advisor	1	3.750%	5.00%	\$1,781	\$2,375

Color Guard Advisor	1	2.250%	3.00%	\$1,069	\$1,425
Homecoming Director	1	1.500%	2.00%	\$713	\$950
Middle School Intramural	1	3.000%	4.00%	\$1,425	\$1,900
Middle School Clubs	5	3.000%	4.00%	\$1,425	\$1,900
Middle School Student Council Advisor	1	3.000%	4.00%	\$1,425	\$1,900
Destination Imagination	1	3.000%	4.00%	\$1,425	\$1,900
Lego League	1	3.000%	4.00%	\$1,425	\$1,900
Intermediate School Clubs	5	3.000%	4.00%	\$1,425	\$1,900

Stipend Amount

		2022-23	2023-24
Noon Duty - Est.	20	\$1,910	\$2,016
High School Department Chairs*	11	\$848	\$895
Middle School Department Chairs*	7	\$565	\$596
Activities Supervisor		\$8,340	\$8,800
Director of Nursing		\$2,752	\$2,905
(*paid at the end of the year)			

Summer/Other Duties

Curriculum Work	Hourly	\$25	\$25
Summer School Instruction	Hourly	\$33	\$33
Driver's Education Instruction	Hourly	\$33	\$33
Activity/Game Supervision (Football/Boys Basketball)	Per Event	\$33	\$33
Message Board	Per Event	\$33	\$33

Club Guidelines - Average of 10 or more students in attendance. Meetings of four hours or more per month or 36 hours per year. A culminating activity is encouraged. If unable to meet the requirements for two consecutive years, the Club may be discontinued.

The above ranges are tied to the Regular Base Salary of the District and will increase as the Base Salary increases. Co-Curricular salaries of individuals that remain in their current co-curricular assignment and within the range will increase as negotiated annually up to the maximum range amount of that specific activity. Co-Curricular salaries of individuals above the range of the specific activity will be held in place (frozen) until that range catches up with the amount they are receiving. Co-Curricular salaries of individuals that are at the maximum amount of the specific range will increase an amount equal to the increase provided for co-curricular salaries or the increase caused by the Base Salary increase, which ever is less. Summer/Other Duty rates will be established separate from the co-curricular calculations.

The procedure for placing people in the range is as follows: The bottom of the range is for a brand new coach/instructor to the activity. The top of the range is ten years or more of experience in a comparable coaching activity. The range is divided by ten years of experience between zero and ten years and the person is placed at that salary level for the activity. If a coach/instructor has considerable years of experience beyond the range, that may be considered in the hiring process.

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

ARTICLE XXIII - CALENDAR

Members of the Watertown School Board, administrators and four members of the Watertown Education Association will meet annually at the invitation of the superintendent to discuss the upcoming school calendar, which will be 180 days in 2023-2024.

ARTICLE XIV: WEATHER RELATED HOURS OF DUTY

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

In case of a delayed school opening or early dismissal, employees are to report for duty 30 minutes prior to student instructional time or remain on duty 30 minutes after students have been dismissed unless otherwise notified by announcement from the superintendent or designee.

ARTICLE XXV: GRIEVANCE PROCEDURE

I. DEFINITIONS

- A. A "grievance" is a complaint by employees covered under this contract based upon an alleged violation, misinterpretation or inequitable application of any existing policies, rules or regulations of the school district as they apply to conditions of employment. The absence of or disagreement with non-existing policy, rules or regulations is not a "grievance" and may be subject to annual negotiation.
- B. An "aggrieved person" or "grievant" is the person or persons making the claim.
- C. Association shall mean Watertown Education Association.
- D. The Board shall mean the School Board of the Watertown School District.
- E. The term "days" when used in this policy shall, except where otherwise indicated, mean calendar days except for Saturdays, Sundays, legal holidays and vacation days. Summer break is not considered to be vacation days and timelines during the summer will be jointly agreed upon by both parties.

II. PURPOSES

- A. The purpose of this procedure is to secure, at the lowest possible administrative level, equitable solutions to the problems.
- B. The proceedings shall be kept as informal and confidential as possible.
- C. Nothing contained herein will be construed as limiting the right of any employee having a problem to discuss the matter informally with any appropriate representative of the Association and/or the employee's supervisors. A grievance may be adjusted or withdrawn at any time, provided the adjustment is consistent with the terms of this Agreement.
- D. Any aggrieved person may be represented at any level of the grievance procedure by Association representatives, legal counsel, or other persons of their own choosing. The grievant may not be represented by another employee organization.
- E. Representatives of the Association shall have the right to attend and participate in the grievance hearings. Copies of all grievances filed and all responses to the grievances at Levels One, Two, Three and Four must be submitted to the WEA President by the grievant.

III. TIME LIMITS

- A. Since it is important that grievances be processed as rapidly as possible, the number of days indicated at each level should be considered as maximum and every effort should be made to expedite the process. The time limits specified may, however, be extended by mutual agreement in writing.
- B. It is required that a grievance be filed within thirty (30) days after the aggrieved person knew, or should have known, of the act or condition on which the grievance is based.

IV. PROCEDURES

A. INFORMAL PROCEDURES

If an employee has a complaint, he/she shall first discuss the matter with his/her immediately involved supervisor in an effort to resolve the problem informally. The Association may assist

with efforts to resolve the problem informally.

B. LEVEL ONE: Principal/Supervisor

If the grievance remains unresolved at the informal level, the grievant/Association may submit the problem as a formal written grievance to the employee's principal or supervisor. The principal/supervisor shall within ten (10) days render a decision in writing to the aggrieved person and the Association.

If a grievance affects a group of teachers from more than one building, such grievance may be submitted in writing directly to the superintendent's office, and the processing of such grievance may be commenced at Level 2.

C. LEVEL TWO: Superintendent of Schools

If the grievance is not resolved at Level One, the grievant/Association may file the grievance in writing with the superintendent within ten (10) days after the grievance decision has been rendered at Level One. The superintendent shall arrange with the grievant for a meeting to take place as soon as possible, but not later than ten (10) working days after receipt of said disposition. Within three (3) days after the meeting, the grievant/Association shall be provided with the superintendent's written response, including the reasons for the decision.

D. LEVEL THREE: School Board

Within ten (10) working days after decision at Level Two, the grievant/Association may file an appeal to the School Board. The Board shall hold a formal hearing at the next regular board meeting. After receiving the written appeal, the Board may appoint a fact finder to review the grievance and its processing to this point and to report to the Board prior to the hearing for the purpose of resolving the grievance.

Within ten (10) days after the hearing, the Board shall render its decision in writing to the aggrieved party and to the Association.

E. LEVEL FOUR: Department of Labor/Arbitration

If the aggrieved person is not satisfied with the disposition of the grievance at Level Three, the grievant/Association may initiate an appeal to the Department of Labor, which shall conduct an investigation and hearing and shall issue an order covering the points raised, which order shall be binding on the employees and the Board of Education pursuant to state law.

V. MISCELLANEOUS

A. Forms for filing and processing grievances shall be found within the master contracts and handbook.

B. All documents, communications and records dealing with the processing of a grievance shall be filed separately from the personnel files of all participants and shall not be used in any evaluation or disciplinary action.

C. There shall be no discrimination of any kind by any party against any other participant in the grievance procedure by reason of such participation.

REQUEST FOR SETTLEMENT OF GRIEVANCE

(To be completed by aggrieved person)

Date _____

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

Name of Aggrieved Person _____

School _____

Nature of Grievance

Settlement Requested _____

Signed _____

Aggrieved Person

REPLY TO GRIEVANCE

(Attach copies of previous Settlement of Grievance and Reply to Grievance Documents)

Date _____

Name of Aggrieved Person _____

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

School _____

Decision of Administrator with Rationale _____

Signed

Administrator

ARTICLE XXVI: REDUCTION IN FORCE

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

- A. Before the Board puts into effect any reduction in employees covered under this contract, it will first notify in writing and discuss with the Watertown Education Association (through its representatives) the causes, the effects of, and plans for such reduction. This will include, but not limited to, the criteria used for the determination of those positions which will be reduced.
- B. For the purpose of this article "seniority" shall refer to and be computed on the number of years of service in the school system or district and shall be based on departments in the post secondary, Middle School and Senior High School and by grade levels (k-6) or programs in the elementary schools. It shall not include years of experience gained in other school districts. Seniority shall be determined from the date the Board first acted to officially employ the employees covered under this contract. However, in the event two or more employees have the same official employment dates, the date the teacher signed his first applicable contract shall govern. Part-time employees shall be credited with a full year of experience for each part-time years served.
- C. In the event a reduction in personnel, as heretofore defined, shall be put into effect, the Board shall make every effort to effect the reduction of employees covered under this contract through normal attrition.
- D. Teachers shall be non-reemployed in the following order:
 - a. Those teachers in the affected department, grade level or program with one through three years of service to the district.
 - b. If two or more teachers in the affected department, grade level or program, have the same amount of seniority, non-reemployment shall be controlled by degree, college credits, certifications, and qualifications. The teacher with the least status in these areas shall be the first to be non-reemployed.
 - c. Teachers who are transferred from or to the affected department, grade level, or program, shall retain accumulated seniority from their previous position.
- E. A teacher who has been non-reemployed under the provisions of this policy shall be offered any vacant position for which he/she qualifies and offers shall be in reverse order to which non-reemployment occurs according to the provisions of this procedure. A teacher who has been non-reemployed shall retain standing on the salary schedule and retain accumulated sick leave benefits. A teacher will remain on a recall list for one year following the RIF.
- F. A teacher's failure to respond to a recall by the Board within fifteen (15) days shall result in termination of the teacher's right to recall thereafter.
- G. Teachers non-reemployed under this article are entitled to preferential treatment for "substitute teaching" positions upon notifying the Board of a desire to be placed on the list of substitute teachers. Exercise this privilege shall in no way reduce the recall rights under the provision of this article.
- H. As soon as a reduction in personnel has been effected, the Board shall maintain a list of the names of all teachers not reemployed. Such list shall provide the data necessary to determine the teacher's seniority rights and will be the basis on which recalls will made. Such list shall be made available to the representatives of WEA for examination upon request.

On or before April 15 of each year, any teacher named on the above list shall notify the Superintendent by certified mail that employment would be accepted if offered. Failure to do so shall forfeit said teacher's right to reinstatement.
- I. No teacher protected by statutory continuing contract provisions will be non-reemployed while qualified or certificated for a position held by a person temporarily or not fully certificated by the State Board of Education or a person who has not attained continuing contract status.
- J. Employees covered under this contract, who are employed in federal or state grant programs (excluding Title I), may be terminated or reduced because of funding or guideline changes and are not subject to the negotiated Reduction in Force article. If an employee covered under this contract is already on a continuing contract in another position and applies for and is transferred to a grant funded position, the employee shall retain continuing contract status and will be under the guidelines of the Reduction in Force Article.

ARTICLE XXVII – MISCELLANEOUS

- A. **Separability**
If any provisions of this Agreement or any application of this Agreement is held to be contrary to law, then that article, section, or clause shall be deleted from this agreement to the extent that it violates the law. The remaining articles, sections, and clauses shall continue in full force and effect. The provisions of this agreement are not intended to relinquish rights that are already granted to the association through law.
- B. **Notice**
Whenever any notice is required to be given by either of the parties to this Agreement to the other, pursuant to the provisions of this Agreement, either party shall do so by written notice at the following designated addresses or at such other address as may be designated by a party in written notification to the other party.
- C. **Adult Activity Tickets**
Any full-time employee of the Watertown School District may receive, upon request, an adult activity ticket admitting said employee to all events sponsored by the public schools. These tickets are to be issued annually.
- D. **Travel Expense**
Employees covered under this contract who are assigned to more than one school on a given day, and who must use their private automobile for such travel shall be reimbursed at the state rate, said amount based on state per mile rates and the estimated projection of miles driven to and from base school.
- E. **Termination of Contract.**
 - a. Requests for approval to terminate a contract must be submitted to the School Board in writing.
 - b. At the Board's discretion, employees other than Teacher Assistants covered under this contract who fail to complete the provisions of the contract shall forfeit liquidated damages in accordance with the following schedule:
 - 1. After June 1 and prior to July 1.....\$1,000
 - 2. After July 1 and prior to August 1.....\$2,000
 - 3. After August 1.....\$3,000
 - c. At the Board's discretion, Teacher Assistants who leave the district after June 1 shall forfeit liquidated damages in accordance with the following schedule:
 - 1. After June 1 and prior to July 1.....\$ 500
 - 2. After July 1 and prior to August 1.....\$1,000
 - 3. After August 1.....\$2,000

ARTICLE XXVIII: FINALITY AND EFFECT OF AGREEMENT

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

ARTICLE XXIX: DURATION

This Agreement shall remain in full force and effect from August 1, 2023 and shall continue in effect until midnight on July 31, 2024.


Association President


School Board President


Chief Negotiator - Association


Chief Negotiator - School Board

EMPLOYEE BENEFIT TRUST
2023-2024 PREMIUMS

SELF-FUNDED INSURANCE - 2023-24 PREMIUMS

	2023-24 Active Employee	2022-23 Rate	Monthly Increase	Percent Increase
HEALTH				
Lower Deductible Plan:				
SINGLE	\$750.00	\$695.00	\$ -	7.91%
FAMILY	\$1,520.00	\$1,410.00	\$ -	7.80%
Higher Deductible Plan:				
SINGLE	\$615.00	\$560.00	\$ -	9.82%
FAMILY	\$1,300.00	\$1,190.00	\$ -	9.24%
DENTAL				
SINGLE	\$37.00	\$37.00	\$ -	0.00%
FAMILY	\$95.00	\$95.00	\$ -	0.00%

SUPPORT INFORMATION:

	New Rate	Board Contribution	2023-24 Employee Share	2022-23 Employee Share	Incr/Decr Employee Share
HEALTH					
Lower Deductible Plan:					
SINGLE	\$750.00	\$615.00	\$135.00	\$135.00	\$0.00
FAMILY	\$1,520.00	\$615.00	\$905.00	\$850.00	\$55.00
Higher Deductible Plan:					
SINGLE	\$615.00	\$615.00	\$0.00	\$0.00	\$0.00
FAMILY	\$1,300.00	\$615.00	\$685.00	\$630.00	\$55.00
DENTAL					
SINGLE	\$37.00	\$37.00	\$0.00	\$0.00	\$0.00
FAMILY	\$95.00	\$37.00	\$58.00	\$58.00	\$0.00

**WATERTOWN SCHOOL DISTRICT 14-4
2023-24 SALARY FORMULA**

	2023-24
Regular - Base Salary	\$47,500
Psychologist - Base Salary	\$60,720
(Psychologists Base considers a MA+32 - 190 Days)	
Nurses - Base Salary	\$47,500
Occupational Therapist - Base Salary	\$52,840
Speech/Language Pathologists - Base Salary	\$53,083
(Pathologists Base considers a Master Degree)	
Teacher Assistants - Base Salary	\$31,069

ADJUSTMENTS TO BASE SALARY FOR EDUCATION BEYOND BA	Per Lane	Accumulated
BA + 16	\$1,290	\$1,290
BA + 38 or MA	\$1,850	\$3,140
MA + 16	\$1,690	\$4,830
MA + 32	\$1,890	\$6,720
Ed.D or Ph.D.	\$2,090	\$8,810

TEACHER ASSISTANTS	Per Lane	Accumulated
BA + 38 or MA	\$1,200	\$1,200

2023-24 ADJUSTMENTS

Flat Dollar Increase	\$2,500
Percent Equiv Increase	5.56%
Total Modification Percent Increase	5.56%