

AGREEMENT  
BETWEEN  
WATERTOWN SCHOOL COMMITTEE  
AND  
WATERTOWN EDUCATORS ASSOCIATION UNIT B

September 1, 2016 – August 31, 2019

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## **ARTICLE I: AGREEMENT**

This Agreement is made and entered into on this ninth day of March, 2017 by and between the Watertown School Committee (hereinafter referred to as the "Committee") and the Watertown Educators Association UNIT B (hereinafter referred to as the "Association").

### **PREAMBLE**

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

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

In order to recognize the contribution of the administrators and to establish a standard against which the Watertown Public School Department chooses to compare itself in professional compensation as well as programming and student success, the Committee and the Association designed the administrators' compensation portion of this contract so that the salaries, including longevity over time, will be competitive with the Metro-Boston communities.

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

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

## **ARTICLE II: ASSOCIATION RECOGNITION, JURISDICTION, RIGHTS AND RESPONSIBILITIES**

### Section A: Association Recognition

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

#### Unit B:

All Directors and Coordinators represented *by* the Association

### Section B: Definitions

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

### Section C: Protection of Individual and Group Rights

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

## Section D: Association Rights

1. Use of School Facilities
  - a. The Association will have the right to use the school buildings without cost at reasonable times for meetings. The principal of the building in question will be asked in advance to confirm the time and place of all such meetings.
  - b. There will be one (1) bulletin board in each school building, which will be placed in the faculty lounge for the purpose of displaying notices, circulars, and other material relating to the Association's business.
  - c. A room in a school building for the use of the Watertown Educators Association will be provided by the School Committee. Insofar as possible, the room will be for the exclusive use of the Association
2. Release Time for Association Business
  - a. When it is necessary, pursuant to Article VI (Grievance Procedure) for a school representative, member of the PR&R Committee, or other representative designated by the Association to investigate a grievance or to attend a grievance meeting or hearing during a school day, he/she will, upon notice to his/ her principal or immediate superior and to the Superintendent by the Chairman of the PR&R Committee, be released without loss of pay as necessary in order to permit participation in the foregoing activities. Any administrator whose appearance as a witness in such investigations, meetings, or hearings is necessary will be accorded the same right. The Association agrees that these rights will not be abused.
  - b. With prior approval of the Superintendent, any administrator officer of the Association shall be excused from duty as an administrator for part of a school day when necessary to attend important Association business.
3. Exchange of Information/Joint Responsibilities
  - a. The Committee will, upon request, make available to the Association any documents which will assist the Association in developing intelligent, accurate, informed and constructive programs on behalf of the administrators and their students, together with any other available information which may be necessary for the Association to process a grievance under this Agreement where legally required.
  - b. The Association shall make available information, which may be necessary for the Superintendent and School Committee to act on a grievance under their agreement where legally required.

- c. Each building representative will be provided with copies of minutes of official Committee meetings and a copy of the official agenda of the meetings.
  - d. A monthly schedule of staff and other meetings, as well as Association activities, will be jointly drawn by representatives of the Administration and the Association.
  - e. The Unit B contract will be printed in one book at the shared expense of the Committee and the Association (50/50), and a copy given to each member.
  - f. Forms for filing grievances, serving notices, taking appeals, making reports, recommendations, and other necessary documents, will be jointly prepared by the Superintendent and the Association and given appropriate distribution so as to facilitate operation of the grievance procedure.
4. Consultation  
In recognition of the mutual interest in education, the Association and the Committee agree to collaboratively discuss suggestions for educational improvement.
5. No Strike  
The Association agrees that for the duration of this agreement it will not engage in, induce, or encourage any strike, work stoppage, slowdown, or withholding of services by the employees represented by it. Any employee who engages in such activity will be subject to discipline, including discharge.

### **ARTICLE III: MANAGEMENT RIGHTS**

#### Section A: Educational Policies

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

#### Section B: Plant and Personnel Management

Nothing in the agreement shall be deemed to derogate or impair powers, rights, or duties conferred upon the Committee by the statutes of the Commonwealth or the Rules and Regulations of any pertinent agency of the Commonwealth. Said rights and powers include but in no way are construed as limited to the complete right and authority to

control, to supervise, and to manage the public schools; to determine the subjects to be taught; to assign to, direct to, evaluate, and generally to manage the staff of the school system; except where expressly limited by the terms of this agreement.

Section C: General Powers

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

Section D: Superintendent's Authority

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

**ARTICLE IV: SCOPE OF THE AGREEMENT**

Section A: Just Cause

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

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

Section B: Code of Ethics

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

Section C: Save and Separability

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

Section D: Academic Freedom

Administrators will be entitled to full rights of citizenship, and no religious or legal political activities of any administrator or the lack thereof will be grounds for any

discipline or discrimination with respect to the professional employment of such administrator.

#### Section E: Enforcement

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

#### Section F: Closure

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

### **ARTICLE V: SALARIES AND OTHER COMPENSATIONS**

#### Section A: Salary Increases

In order to recognize the contribution of the staff and to establish a standard against which the Committee and the Association chooses to compare itself in professional compensation as well as student success, the Committee and the Association will keep salaries and benefits competitive with the Metro-Boston region.

##### 1. Scope

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

##### 2. Method of Payment

- a. Administrators shall be paid in twenty-six equal biweekly installments.
- b. The Committee will request the Treasurer's Office to make salary payments every other Thursday.
- c. Administrators may elect either to have their checks mailed to them during the summer months when schools are in recess or to receive a lump sum payment at the close of school in June.
- d. Administrators electing to receive a lump sum payment must so notify the Superintendent's Office in writing no later than June 1 of the year in which the administrator makes the election. Such election shall continue from year to year unless the administrator notifies the Superintendent's Office of a desired change by June 1 of any school year thereafter.

3. Computations

- e. The salary provided administrators under this contract is deemed by School Committee to be fully earned upon completion of their contract for any given year, and proportionately during the year. In the event of termination of services for any cause at the end of, or at any time during the contract, amounts of salary earned but withheld to date of termination shall be payable to the professional employees or in the event of death, to his Executor/trix or Administrator/s.
- f. Administrators who are initially hired or who request part-time status or who are reduced to part-time status pursuant to a Reduction in Force (RIF) clause will be paid on a pro-rated basis of the regular administrators salary schedule, commensurate with the time for which they are contracted to teach.
- g. Any member of Unit B required by his/her supervisor or the Superintendent to report to work for more than 193 days shall be compensated at his/her per diem rate.

4. Lateral Adjustments

If the Committee requirements for the GAGS and/or Doctorate stipend are met during the school year, the administrator shall be granted the prorated stipend as of the next payroll period following presentation of evidence of completion to the Superintendent.

5. Sick Leave Buy Back

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

6. Longevity Benefit

Administrators, upon completion of the following years of service\* to the Town of Watertown, shall receive the following amount added to his/her salary.

10 though 14 Years	\$1,000
15 through 19 Years	\$1,500
20 through 24 Years	\$2,000
25 through 29 Years	\$2,500
30 through 34 Years	\$3,500
35 Years +	\$4,000

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

### Section B: Supplemental Compensation

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

### Section C: Deferral (Section 125)

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

### Section D: Enrollment of Children of Administrators in the Watertown Public Schools

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

## **ARTICLE VII: GRIEVANCE PROCEDURE**

### Section A: Definitions

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

### Section B: Purpose

1. The purpose of this procedure is to secure, at the lowest possible administrative level, equitable solutions to the problems, which may from time to time arise affecting the welfare or working conditions of the members of the Association. Both parties agree that these proceedings will be kept as informal and confidential as may be appropriate at any level of the procedure.



2. Nothing herein contained will be construed as limiting the right of any member of the Association having a grievance to discuss the matter informally with any appropriate member of the administration, and having the grievance adjusted without intervention of the Association, provided the adjustment is consistent with the terms of the agreement and that the Association has been given the opportunity to be present at such adjustment and to state its views.

### Section C: Procedure

Since it is important that the grievance be processed as rapidly as possible, the number of days indicated at each level should be considered as maximum, and every effort should be made to expedite the process. All reasonable efforts will be made to expedite grievances filed late in the school year.

1. Level One

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

2. Level Two

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

3. Level Three

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

4. Level Four.

- a. If the aggrieved person is not satisfied with the disposition of his/ her grievance at Level Three, or if no decision has been rendered within ten (10) school days after he/she has first met with the Subcommittee, then he/she may within five (5) school days request in writing that the Chairperson of the Professional Rights and Responsibilities Committee submit his/her grievance to arbitration. If the Professional Rights and Responsibilities Committee determines that the grievance is meritorious, then the grievance will be submitted to arbitration within fifteen (15) school days after receipt of a request by the aggrieved person.
- b. Within ten (10) school days after such written notice of submission to arbitration, the Subcommittee and the Professional Rights and Responsibilities Committee will agree upon a mutually acceptable arbitrator and will obtain a commitment from said arbitrator to serve. If the parties are unable to agree upon an arbitrator or to obtain such a commitment within the specified period, a request for a list of arbitrators may be made to the American Arbitration Association by either party. In addition, to the arbitration procedures set forth in Article VI, the parties may mutually agree upon the use of the Board of Conciliation and Arbitration, or any other kind of arbitration procedures to resolve any grievance.
- c. The parties will be bound by the rules and procedures of the American Arbitration Association.
- d. The arbitrator so selected will confer with the representatives of the School Committee and the Professional Rights and Responsibilities Committee, will hold a prompt hearing(s), and will issue his/her decision not later than twenty (20) school days from the date the final statements have been submitted. The arbitrator's decision will be in writing and will

set forth his/her findings of fact, reasoning and conclusion on issues submitted. The arbitrator will be without power or authority to make any decision, which requires the commission of an act prohibited bylaw or which is violative of the terms of this agreement. The decision of the arbitrator will be submitted to the School Committee and to the Association and will be final and binding.

- e. No dispute or controversy shall be subject for arbitration unless it involves a grievance as defined in Article VI, Sec. A, #1 of this agreement. The arbitrator shall have no power to add to, subtract from, or modify any of the terms of this agreement. The arbitrator shall arrive at his decision solely upon the facts, evidence and contentions as presented by the parties during the arbitration proceedings.
- f. The costs for the services of the arbitrator, including per diem expenses and actual and necessary travel and subsistence expense, will be borne equally by the School Committee and the Association.

#### Section D: General

1. Decisions at Levels One - Three  
Decisions rendered at Levels One, Two and Three of the grievance procedure will be in writing, will set forth the decision, will state the reason, and will be transmitted promptly to all parties in interest and to the Chairman of the Professional Rights and Responsibilities Committee. Decisions rendered at Level Four will be in accordance with procedures set forth in Sec. C, Par. 4(c).
2. Direct Filing By Association  
In the event an aggrieved person does not desire to take action under this Grievance Procedure, the Association may process the grievance.
3. Maintenance of Grievance Files  
While both parties may maintain files of grievances and related materials, the Committee shall not make an entry of the grievance in the personnel file of any employees involved in a grievance except as may be required to implement the disposition. Materials may be placed in the personnel file after both parties have reviewed statements and had an opportunity to affix their signature and statements expressing their agreement or disagreement.
4. Time Limits  
From the last workday in June until the first workday, the "school day" time limits set forth in Levels Two, Three and Four shall be interpreted as, "non-holiday weekdays."

## **ARTICLE VII: WORKLOAD**

### A. Work Year

The Committee and the Association agree that the development, implementation, and the evaluation of curriculum and the promotion of promising instructional practice are at the heart of what members of Unit B do to create quality classroom experiences for children and classroom teachers.

The Committee and the Association believe that a direct relationship exists between the time assigned for program administration and the quality of that program. Therefore, just as the protection of contact time between classroom teacher and student is vital to the educational process, so is it vital to protect the time assigned Unit B members for program administration.

Unit B members will serve 193 days and teach at least one but no more than two daily courses, classes, or sections in their field. The High School Guidance Coordinator has .25 guidance responsibility.

### B. Workload

Administrators may be required to remain after the end of the regular workday to attend, conduct, or direct no more than four (4) hours of staff /building or curriculum committee planning meetings each month.

Administrators will be notified of such meetings not conducted or directed by the administrator at least forty-eight (48) hours in advance and must be given, at that time, the agenda for such a meeting. It is understood that no more than one (1) meeting will extend longer than one (1) hour, but not longer than two (2) hours.

### C. Evening Meetings

Unit B members may be required to attend eight (8) evening meetings each year. Except in the event of extraordinary circumstances, Unit B members shall be notified of evening meetings at least one week in advance. Attendance at all other evening meetings will be at the option of the individual Unit B member. If a Unit B member is requested by a principal, the Superintendent, the Assistant Superintendent, or designee to attend more than eight (8) evening meetings, the Unit B member will be compensated at the rate of \$100 per meeting.

## **ARTICLE VIII: EXTRACURRICULAR ACTIVITIES**

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

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

## **ARTICLE IX**

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

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

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

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

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

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

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

## **ARTICLE X: ADMINISTRATOR ASSIGNMENT**

### **Section A: Annual Schedule**

1. Administrators will be notified of their programs for the coming school year, including the schools to which they will be assigned, the grade and/or subjects that they will teach, and any special or unusual classes that

they will have, as soon as practicable under normal circumstances not later than June 15th. If extenuating circumstances make a subsequent change in schedule necessary, the administration will notify the administrator as soon as possible prior to school opening.

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

#### Section B: Special/Unusual Assignments

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

#### Section C: Voluntary Assignments

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

#### Section D: Inter-School Assignments

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

#### Section E: Fair Practices

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

## **ARTICLE XI: ADMINISTRATOR EVALUATION**

### **Section A: Observations and Reports**

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

### **Section B: Personnel Files**

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

## **ARTICLE XII: ADMINISTRATOR FACILITIES**

### **Section A: Safety and Health**

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

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

#### Section B: Office Space and Definition

To the extent possible, each administrator will be provided with the following:

1. Space in each building in which Administrators may safely store materials and supplies;
2. A primary office containing equipment and supplies necessary to perform the requirements of the job;
3. If teaching in more than one building, a secondary office area in that building;
4. A portion of the parking lot at each school will be reserved for teacher & administrator parking;

For the term of the contract, the School Committee will annually set aside 2.5% from the capital spending account, subject to full appropriation from the Town, for use in improving the working conditions for teachers. The allocation of this amount by building will be based on the professional head count in each building as determined by the FTE staffing chart in the Superintendent's Office. The expenses from this appropriation are to be approved by the Superintendent and the School Committee.



## **ARTICLE XIII: SICK LEAVE**

### Section A: Entitlements

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

### Section B: Accumulation

1. Sick Leave days maybe accumulated from year to year up to the number of yearly work days. Administrators hired before September 1, 2007 will retain any sick leave accrued over this amount.
2. The Central Office will issue to each individual administrator a notification informing the individual administrator of the amount of sick leave accumulated to date at the beginning of each school year.

### Section C: Sick Leave Bank

Administrators shall be eligible to apply to the combined Unit A/B/C sick leave bank. The Sick Leave Bank shall be administered by a Sick Leave Bank Committee comprised of two (2) members designated by the Association and two (2) members designated by the Committee. The Sick Leave Bank Committee shall determine the eligibility for members requesting leave from the Bank and the amount of leave to be granted. Toward this end, the Sick Leave Bank Committee may require medical certification from the member requesting leave. The following criteria shall be used by the Sick Leave Bank Committee determining eligibility and amount of leave.

1. Membership: Each administrator may contribute by October 1st of each school year, one day of his/her accumulated sick leave to the Sick Leave Bank. Only those administrators who voluntarily contribute to the Bank each year shall be eligible for its benefits. If an administrators is hired after the start of the school year, he/she will have thirty (30) days to join the Bank.
2. No teacher will receive more than ninety (90) days from the Bank in one school year.
3. Sick Leave Bank days shall carryover from year to year without limitation.
4. Decisions of the Sick Leave Bank Committee are final and binding and not subject to appeal.

## **ARTICLE XIV: TEMPORARY LEAVES OF ABSENCE**

### Section A: Preamble

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

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

### Section B: Entitlement

Administrators will be entitled to the following temporary leaves of absence with pay each school year.

1. Personal Leave

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

2. Religious Observance

At the sole discretion of the Superintendent, employees may be given up to two (2) days of leave for religious observance when these days do not coincide with the school vacations. An employee may also use unused sick days for such purpose. Any employee seeking such leave must do so in writing to the Superintendent at least ten (10) working days in advance of the requested leave, or by the first day of school.

3. School Visitations

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

4. Legal Proceedings

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

5. Bereavement Leave

- a. Up to five (5) days at any one time in the event of death of an administrators spouse, child, son-in-law, daughter-in-law, parent, sibling,

grandfather, grandmother, father-in-law, mother-in-law, or any other member of the immediate household.

- b. Administrators will be given one (1) day for the funeral of any other relative, or administrators may be granted one (1) day for the funeral of another person with the approval of the Superintendent.
- c. If an administrator must travel to attend the services of a deceased relative from a class named in parts a. and b. above, and that travel necessitates a leave beyond 5 days, the administrator may apply for additional leave, beyond the 5 days otherwise permitted, by submitting a written request to the Superintendent stating the travel necessary and the exact amount of days requested. The Superintendent or designee shall decide whether to grant the leave sought and that decision shall be final, binding and not subject to the grievance and arbitration process. In the event the leave is granted, accrued unused personal days shall be the sole means of compensating the administrator for the additional time out.

6. Bedside Care

Up to five (5) days annually in the event of serious illness requiring bedside care or household attention of the administrator's spouse, child, son-in-law, daughter-in-law, parents, sibling, or other member of the immediate household. Up to five (5) additional bedside care days may be taken through the deduction of one's personal sick leave accumulation. The administration may require a doctor's certificate attesting to the seriousness of the illness.

7. Adoption Leave

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

Section C: Approval

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

Section D: Requests for Leave

All requests for leave under this article will be submitted in writing at least seventy-two (72) hours prior to commencing leave. In the case of an emergency, a request should be made verbally and followed by written memorandum submitted upon returning from leave. The Central Office will provide leave request forms. The President of the Association or his/her designee shall have access to the leave files at reasonable times and places.

#### Section E: Emergency Leave

Principals and the Headmaster or their designee will have discretion to grant up to two (2) hours off to an administrator for personal urgent reasons.

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

#### Section A: Association Activities

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

#### Section B: Exchange Program

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

#### Section C: Military Leave

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

#### Section D: Extended Bedside Care

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

#### Section E: Public Office

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

#### Section F: Extended Sick Leave

- a. Any administrator whose personal illness extends beyond the period compensated will be considered on a leave of absence without pay for such time as is necessary

to complete recovery from such illness; but in no event longer than the duration of the school year. Requests for such leaves will be supported by appropriate medical evidence.

- b. After three (3) years of continuous employment in the Watertown School System an administrator may be granted a leave of absence, without pay, for up to one (1) year for health reasons. Requests for such leave will be supported by appropriate medical evidence.

#### Section G: Career Exploration

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

#### Section H: Discretionary Leaves

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

#### Section I: Retention of Benefits

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

#### Section J: Extension of Leaves

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

#### Section K: Notifications

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

## **ARTICLE XVI: MATERNITY AND CHILD CARE LEAVE**

### Section A: Period of Leave

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

### Section B: Retention of Benefits

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

### Section C: Notice of Intent to Return

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

## **ARTICLE XVII: PROFESSIONAL DEVELOPMENT AND EDUCATIONAL IMPROVEMENT**

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

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

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

The ongoing support of the Watertown Public Schools and its staff for professional development will provide a school climate of collegiality and collaboration. Ultimately,

this climate will promote an exciting and creative learning environment for the entire school community.

#### Section A: Workshops, Seminars, Conferences

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

Unit B members who attend professional improvement sessions at the request of the Superintendent, or his/her designee, will be reimbursed for expenses incurred (such as fees, meals, lodging, and/or transportation), according to School Department Travel Guidelines.

Unit B members who, on their own initiative, request to participate in a professional meeting, will also be reimbursed the registration for the conference and for reasonable, documented expenses\* subject to administrator approval and the availability of budgetary resources. It is agreed that the School Committee will budget a minimum of \$4,000 annually for this purpose. The allocation of this amount by building will be based on the professional headcount in each building as determined by the FTE staffing chart in the Superintendent's Office. The distribution of this amount will be reviewed by the Site Based Council in each building, if such a Council is in place, or by a faculty- based organization convened for that purpose if such a Council has not been established.

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

Each administrator shall receive up to \$300 of annual reimbursement for memberships in State and/or National Professional Organizations

#### Section B: In-Service Courses/Conferences

As part of the overall professional development effort, the Committee will fund the activities of the Professional Development Council in organizing and implementing a system-wide program of release days, after-school workshops, and other in-service courses.

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

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

### Section C: Tuition Reimbursement

Vigorous course taking activity is still another sign of an active and engaged educator. In an effort to encourage and support this endeavor, the Committee will create a tuition reimbursement pool of \$10,000 for Unit B members. Upon successful completion of the course, the Committee will reimburse Unit B members 50% of the total cost of paid tuition and registration for courses taken at colleges, universities, and other approved institutions, not to exceed \$1,000 per Unit B member per term. Reimbursement shall be granted on a first-come, first-served basis.

The courses must be job-related or part of a degree program and must be approved in advance by the staff member's immediate supervisor, the building Principal, and Assistant Superintendent. Decisions rendered by the administration regarding the eligibility of a given course are not subject to grievance.

As of March 1 of each year, if any amount of the \$10,000 allotment remains, the remaining amount shall be applied to a Unit B / Unit C general allotment. The general allotment shall be used to reimburse Unit B or Unit C members on a first-come, first-served basis pursuant to the terms and conditions set forth in this Article. This Unit B & C general allotment will expire at the end of the fiscal year, unless encumbered.

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

### Section D: Student Teacher Vouchers

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

### Section E: The Professional Development Council

The Professional Development Council, in conjunction with the Assistant Superintendent, will organize, implement, publicize, and evaluate the professional development activities listed in this section. The Council will be co-chaired by a member of the Association and the Assistant Superintendent and will include members from all schools and units in the Association. The Council will meet on a regular basis in an effort



to support the school system's statement of purpose and explore the full range of possibilities for the continued development of the professional staff.

#### Section F: School-Based Management

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

#### Section G: Sabbatical Leave

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

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

## **ARTICLE XVIII: ASSOCIATION SECURITY**

### Section A: Dues Deduction

The Committee agrees to authorize the Auditor and Treasurer to deduct from the salaries of its employees dues for the Association, or any one of such Associations as said administrators individually and voluntarily authorize the Committee to deduct and to transmit the monies promptly to such Association or Associations. Administrator authorizations will be in the form set forth by the Association. Deductions from earnings will be in twenty (20) consecutive, equal payments beginning in October.

### Section B: Agency Fee

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

6. Newly-hired administrators shall be required to sign a form acknowledging receipt of such notice from the School Department. A copy of such form shall be supplied to the Association by the Department.
7. If the Association offers counsel to represent the Committee and the Committee declines, choosing instead to be represented by its own Attorney, the Association shall not be responsible for legal fees or other litigation expenses of the Committee but shall remain liable for damages.

## **ARTICLE XIX: INSURANCE COVERAGES**

Health insurance premium contributions shall be split on the basis of ninety percent (80%) paid by the Town of Watertown and ten percent (20%) paid by the administrator for family or individual coverage. The current insurance plans shall remain in effect except as amended herein.

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

Office Visit:	\$15
Emergency Room:	\$75
Prescription Drug:	\$10 (Generic); \$20 (Brand); and \$35 (Non-Preferred)
In-patient co-pay:	\$250
Out-patient co-pay:	\$100

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

The parties shall advise the Town that the above plan designs and co-payment changes have been agreed upon and request that the Town engage in the process set forth in G.L. c.328, as well as any other process provided for by law, to implement the plan design changes set forth herein so that implementation will occur on July 1, 2007. The Association and the Association's Insurance Advisory Committee representative shall endorse the plan design changes listed above.

The WEA bargaining units A, B, & C shall have a group cap of \$75,000 for FY'08. Subscribers shall be eligible for reimbursement of co-payments for in-patient and out

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

## **ARTICLE XX: TRANSFER/SENIORITY**

### Section A: Transfers

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

#### 1. Definitions

##### a. Transfer

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

##### b. Change

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

##### c. Discipline

Discipline shall mean "academic subject area" or "specialty area"

##### d. Vacancy

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

#### 2. Voluntary Transfers

- a. Administrators desiring transfers will submit a written request to the Superintendent specifying the location and/or assignment desired. Requests must be acknowledged in writing by the Superintendent. When such a vacancy exists, the Principal may

request an interview with such administrator. Approval for such transfer shall be decided by the Principal and shall not be unreasonably withheld.

- b. Anyone interested in a transfer to fill a posted vacancy must notify the Superintendent within the deadline for applications as posted which shall be no less than ten (10) business days after the in-house posting.

### 3. Involuntary Transfers

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

#### Procedure:

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

### 4. Notice of Transfer

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

### Section B: Posting of Vacancies

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

### Section C: Vacancies and Transfers

It is understood that the Superintendent possesses all of the decision-making authority with regard to transfers as described in Article III and XX of this Agreement.

## **ARTICLEXXI: REDUCTION-IN-FORCE**

### Section A: Break in Service

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

### Section B: Part-Time Service

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

### Section C: Seniority Determination

1. "Length of Service", that is seniority, as used in this Article of the collective bargaining agreement shall be determined as follows:
  - a. An administrator's length of continuous service in years and days shall be reckoned from the date the administrator assumes instructional duties in the Watertown Public School System pursuant to a teachers contract. Long-term substitute service, immediately followed by an appointment to a permanent position, shall be credited towards seniority
  - b. Leaves of absence shall be considered as breaks in continuous service. All unpaid leaves of absence, except those pursuant to Article XVII, Section H, shall be excluded from the computation of length of service.
  - c. Ties in length of service shall be resolved by first comparing the highest level of professional attainment as evidenced by degrees granted by a bona fide institution of higher learning in the following order. Doctorate, CAGS, Master's, Bachelor's; and second, through a lottery conducted in a fair and reasonable manner by the Association and the Administration.
2. An Administrator shall have all continuous service in the Watertown Public School Department credited toward seniority upon entering or re-entering Unit A.

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

#### Section C: Preliminary Considerations

If a reduction-in-force becomes necessary:

1. Administrator's standing on the salary schedule will not affect reduction.
2. The reduction-in-force shall be accomplished, whenever possible, through attrition.
3. Whenever possible, the Superintendent shall arrange transfers from one department to another where specialized certification exists.
4. Services normally performed by an administrator who has been laid off shall not be performed by anyone who is not a member of the bargaining unit where the layoff was effected.

#### Section D: Layoff Procedure

1. Notification  
Administrators who are to be affected by a reduction in staff must be notified in writing no later than April 15 of the school year preceding the year in which the reduction will take effect. Said notice shall include the specific reason for the layoff.
2. Layoff Criteria  
If reduction in-force becomes necessary, it will be accomplished by an evaluation of an administrator's performance, certification, length of service in Watertown, and professional growth. Length of service will be the decisive factor if the Superintendent deems all other criteria to be equal.
3. Bumping Rights  
In cases where length of service is the decisive factor in the layoff of an administrator with professional status, to be eligible to 'bump' another teacher or administrator with professional status and with less seniority in the system from his/her position, the laid off individual must be appropriately certified and have taught in that position within the last five (5) years.

#### Section E: Recall Procedure

1. Administrators who have been laid-off shall be entitled to recall rights for a period of two (2) years from the effective date of their respective layoff.

2. During the recall period, administrators shall be notified by certified mail to their last address of record and given preference for positions as they develop, in the reverse order of their respective layoff.
3. All benefits to which an administrator was entitled at the lime of lay-off shall be restored in full upon re-employment within the recall period.
4. During the recall period, administrators who have been laid-off shall be given preference on the substitute list if they so desire.

Section F: Waiver Letter

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

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

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

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

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

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

Employee: \_\_\_\_\_

Address \_\_\_\_\_

City/Town, State, Zip: \_\_\_\_\_

Telephone: \_\_\_\_\_

Date: \_\_\_\_\_



**ARTICLE XXII: DURATION**

This Agreement shall remain in force from date of signing until the first meeting of the School Committee in September, 2019, which in no event will be later than the third Wednesday of September, 2019. However, it is also understood that a negotiated agreement will be achieved on or before August 31, 2019 for review and ratification by each party. Either party upon prior written notice to the other, not later than October 1, 2018 may request to renegotiate this agreement for the school year 2019-2020. Such renegotiations shall be limited to the Article or Articles specified in such notice. Except where otherwise specified, the successor will be effective September 1, 2019.

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

1. Either party, upon written prior notice to the other, not later than October 1, 2018, may request renegotiation for the school year 2019-20 with respect to the subject matter of any or all Articles of this agreement. Such renegotiation shall be limited to the Article or Articles specified in such notice. Except where otherwise specified, the successor contract will be effective September 1, 2019.
2. August 31, 2019. If by this date a tentative agreement has not been reached by the Negotiating Teams, either party may petition the Massachusetts State Board of Conciliation and Arbitration for the assistance of a Mediator.
3. October 15, 2019. If by this date, the Parties have not reached agreement on a new contract, and unless the Mediator furnished by the State Board of Conciliation and Arbitration should direct otherwise, the Parties will request the initiation of Fact Finding.

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

Watertown School Committee By:

Watertown Educators Association By:


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

**APPENDIX A:**

Section A: Salary Scale

Increase the salary schedule by 2.25% effective September 1, 2016;

Increase the salary schedule by 2.00% effective September 1, 2017;

Increase the salary schedule by 2.00% effective September 1, 2018.

<b>UNIT B Salary Scale: 2016 – 2019</b>			
<b>Step</b>	<b>2016 – 2017 (2.25%)</b>	<b>2017-2018 (2%)</b>	<b>2018-2019 (2%)</b>
1	\$78,458	\$80,027	\$81,628
2	\$84,683	\$86,377	\$88,105
3	\$90,910	\$92,728	\$94,583
4	\$97,137	\$99,080	\$101,062
5	\$103,364	\$105,431	\$107,540

<b>Degree Stipend</b>	
CAGS	\$2,500 over scale
Doctorate	\$4,000 over sale

Section B: Extracurricular Compensation

If any Unit B representative performs a stipended position, such as coaching a sport, he/she will be compensated in accordance with the current stipended pay amount, as set forth in the Unit A contract.

APPENDIX C - Code of Ethics

Section A

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

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

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

1. A School Committee member in his/her relations with his community should:
  - a. Realize that his primary responsibility is to the children.
  - b. Recognize that his/her basic function is to be policy-making and not administrative.
  - c. Remember that he/she is one of the team and must abide by and carry out all committee decisions once they are made.
  - d. Be well informed concerning the duties of a Committee member on both a local and state level.
  - e. Remember that he represents the entire community at all times.
  - f. Accept the office as a committee member as a means of unselfish services with no intent to "play politics" in any sense of the word, or to benefit personally from his/her Committee activities.
  
2. A School Committee member in his/her relationship with his school administration should:
  - a. Endeavor to establish sound, clearly-defined policies which will direct and support his/her administration.
  - b. Recognize and support the administrative chain of command and refuse to act on complaints as an individual outside the administration.
  - c. Act only on the recommendations of the chief administrator in all matters of employment or dismissal of school personnel.
  - d. Give the chief administrator full responsibility for discharging his/her professional duties and hold him/her responsible for acceptable results.
  - e. Refer all complaints to the administrative staff for solution and only discuss them at committee meetings if such solutions fail.
  
3. A School Committee member in his relations to his/her fellow Committee members should:
  - a. Recognize that action at official meetings is binding and that he/she alone cannot bind the committee outside of such meetings.
  - b. Realize that he/she should not make statements of promises of how he/she will vote on matters that will come before the committee.
  - c. Uphold the intent of Executive Sessions and respect the privileged communications that exist in executive sessions.
  - d. Not withhold pertinent information on school matters of personal problems, either from members of his/her own committee or from members of other committees who may be seeking help and information on school problems.
  - e. Make decisions only after all facts on a question have been presented and discussed.

## Section B

### Code of Ethics of the Education Profession.

Adopted by the NEA Representative Assembly, July 1975.

#### PREAMBLE

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

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

#### PRINCIPLE I: Commitment to the student

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

1. Shall not unreasonably restrain the student from independent action in the pursuit of learning.
2. Shall not unreasonably deny the student access to varying points of view.
3. Shall not deliberately suppress or distort subject matter relevant to the student's progress.
4. Shall make reasonable effort to protect the student from conditions harmful to learning or to health and safety.
5. Shall not intentionally expose the student to embarrassment or disparagement.
6. Shall not on the basis of race, color, creed, sex, national origin, marital status, political or religious beliefs, family, social or cultural background, or sexual orientation unfairly:
  - a. Exclude any student from participation in any program;
  - b. Deny benefits to any student;
  - c. Grant any advantage to any student.
7. Shall not use professional relationships with students for private advantage.

8. Shall not disclose information about students obtained in the course of professional service, unless disclosure serves a compelling professional purpose or is required by law.

## PRINCIPLE II: Commitment to the Profession

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

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

In fulfillment of the obligation to the profession the educator:

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

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

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

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

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

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

ARTICLE II, S2, b.

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

ARTICLE IV, S6.

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

ARTICLE IV,

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

ARTICLE N, S5, a.

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

## APPENDIX D

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

### Section A

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

### Section B

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

### Section C

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

### Section D

The Committee will provide support and assistance to administrators charged with assault for action taken in the course of employment, including legal assistance in accordance with the provisions of Chapter 41, S1DOC, of the General Laws of Massachusetts.

### Section E

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

## **APPENDIX E: WATERTOWN PUBLIC SCHOOLS TRAVEL GUIDELINES**

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

### GUIDELINES

#### Approvals

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

Refer to the instructions for Request for Leave Form.

#### Types of Leave

##### Local

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

##### In-State

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

##### Out-of-State Travel

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

#### Mode of Transportation

##### Automobile

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

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



#### Bus or Rail Service

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

#### Air Travel

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

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

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

#### Accommodations

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

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

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

#### Telephone Calls

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

### PAYMENT AND REIMBURSEMENT PROCEDURES

Payment and reimbursements require the following documentation:

1. Request for Leave

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

## 2. Purchase Orders

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

## 3. Request for Reimbursement

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

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