WATERTOWN CITY SCHOOL DISTRICT EMPLOYMENT POLICY MANUAL FOR MANAGEMENT AND MANAGEMENT/CONFIDENTIAL EMPLOYEES



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Article I – Purpose and Recognition

- 1. The purpose of this policy manual is to provide Management employees and Management/Confidential employees with a reference for the basic terms and conditions of employment with the Watertown City School District.
- 2. The Board of Education is committed to providing a high quality of services to the citizens of the School District. The administrative employees of the District are one of the essential elements required to fulfill this commitment. Through their leadership and professionalism, the Board's philosophy and policy are manifested in the efficient and effective operations of the School District.
- 3. The Board of Education values the dedication and service of its administrative employees. This policy manual and the provisions contained herein establish and provide the terms and conditions of employment for Management and Management/ Confidential personnel in the employment of the Watertown City School District. This policy manual is intended to provide those employees with a better understanding of the privileges and responsibilities of their positions and to assist in the mission of the professional delivery of services to the parents, students, and community members of the Watertown City School District.
- 4. The term "administrative employee" is used in this policy manual to refer to all employees who occupy positions that are exempt from the bargaining unit pursuant to the confidential nature of their positions. Policies or benefits that apply to all employees have been referred to as applying to "administrative employees" or "employees covered by this agreement". Specific benefits or responsibilities that pertain to specific groups of employees, for example, Department Heads, have been noted as such.
- 5. Employees who are recommended by the Superintendent of Schools for appointment by the Board of Education. Department Heads function in the primary leadership position in the department and are directly responsible for the development of departmental regulations and the implementation of Board initiatives. The Superintendent of Schools will complete performance evaluations on Department Heads, Employees in this category:
 - Food Service Director
 - Director of Facilities
- 6. Management employees are appointed by the Board of Education. Management employees have significant managerial responsibility in the areas of supervision and departmental procedures. Employees in this category:
 - Assistant Food Service Director
 - Information Services Technician

- 7. Management/Confidential employees who perform support functions for management positions and/or other assignments that require them to be unrepresented by collective bargaining agreements. Employees in this include, but are not limited to the following categories:
 - Claims Auditor School District Clerk
 - School District Treasurer
 - School District Tax Collector
 - Accountant for Payroll
 - Secretary to the Assistant Superintendent for Instruction
 - Secretary to the Assistant Superintendent for Personnel and Student Services
 - Secretary to the Assistant Superintendent for Operations and Finance
 - Secretary to the Superintendent of Schools
 - Senior Account Clerk Typists (Payroll and Business Office)
 - Senior Typist CSE Office

Article II - Expectations

- 1. We recognize the employees covered under this handbook as valued members of the Watertown City School District family. Your commitment to our team signifies a pivotal moment in our ongoing dedication to excellence and innovation in education. The District values the invaluable contributions each of you makes in your roles.
- 2. Your collective dedication and expertise play a crucial role in advancing our "Pathway to Excellence: Nurturing Our Children, Shaping Our Future!" The success you achieve in your positions impacts the overall success of the students in our School District.
- 3. This section outlines the expectations for all staff members, aiming to promote a positive, efficient, and collaborative workplace. Thank you for being a part of our dynamic and dedicated team. Together, we will continue to uphold the highest standards of educational excellence and positively impact the lives of our students, their families, staff, and our entire community.

Confidentiality

Confidential information related to staff or students should not be shared with any staff, in or out of the internal office where the employee performs their daily responsibilities, unless there is a legitimate business purpose. Questions related to such information should be raised with direct supervisors. For guidance on the proper communication chain, please refer to the District's organizational chart and communication chain available on the District's website. Adhering to this policy is crucial to maintaining trust and integrity within our community. Violations of this policy are considered serious and may result in disciplinary action.

Office Attire, Demeanor and Workspace

- 1. Employees are expected to maintain a professional appearance and demeanor while at work. Attire should be neat, clean, and suitable for a business-like atmosphere, considering the impression made on students, parents, clients, visitors, and colleagues. Similarly, office demeanor should be respectful and courteous, with communication that is professional and aligns with the expectations of our educational environment.
- 2. Additionally, it is important to maintain a tidy workspace to promote a clean and organized environment. This includes keeping desks and common areas clutter-free and ensuring that items do not detract from a professional setting. Staying focused on tasks and maintaining productivity contributes to a positive work environment and supports our commitment to excellence.

Evaluations

- 1. All employees will undergo evaluations conducted by either their Supervisor, District Superintendent, or their designee. Following completion, evaluation forms will be reviewed with the employee to discuss performance and areas of improvement. Employees will have the opportunity to acknowledge and sign the evaluation, with a copy provided to them. The original evaluation will be maintained in the employee's permanent personnel file for record-keeping purposes.
- 2. Additionally, each new employee will receive a written job description upon hiring. These job descriptions are accessible to all employees and provide a general outline of responsibilities rather than an exhaustive list of duties.
- 3. Evaluations are a valuable tool for professional growth and development. They provide employees with constructive feedback on their performance, strengths, and areas for improvement. Regular evaluations help employees understand their contributions to the District's goals and support their career advancement.
- 4. The District values employee input and encourages suggestions for consideration. Employees are welcome to provide feedback on processes, programs, and policies to enhance efficiency and effectiveness. While all suggestions are carefully considered, final decisions rest with the District leadership and administrators.
- 5. By fostering a collaborative environment where employee feedback is valued and used to support continuous improvement, the District aims to maintain high standards of performance and service delivery.

Article III - Appointments

Management

Appointments of Management employees and Management/Confidential employees are for fixed or continuing terms.

Annual Term Appointments

Certain appointments are for a fixed one year as prescribed by the N.Y.S. Education Law and Local Law or Rule. Included in this category are appointments, which are made at the annual Organizational Meeting of the Board of Education.

Continuous Term Appointment

The remainder of appointments are continuous and are renewed contingent on satisfactory performance and authorization by the Board of Education and/or the Superintendent of Schools. Competitive and non-competitive class appointments are subject to NYS Civil Service Law. This group also includes administrative employees who are appointed "at the pleasure" of the Board of Education or the head of a department. Information regarding the type of appointment is provided to candidates during the recruitment and selection process. Questions concerning the term of appointment may be directed to the Assistant Superintendent for Personnel and Student Services.

Part-time Appointments and Benefits

- 1. In certain cases, the Board of Education may establish part-time and/or temporary appointments to accommodate unique situations.
- 2. Employees appointed to part-time positions, and who work less than the standard workweek, shall receive the approved salary for the position and statutory benefits including Retirement (if eligible), Unemployment Insurance, Social Security, and Workers' Compensation. There shall be no earned leave benefits, health insurance, or other fringe benefits.
- 3. Fringe benefits shall be limited to the above-referenced items unless otherwise approved by the Board of Education.

Appointments Other Than 12-months

The Superintendent of Schools and the Board of Education reserve the right to pro-rate and/or otherwise adjust benefits provided in this policy manual to reflect the reduced work year.

Probationary Period

Employees in the classified service are subject to a probationary period of not less than 8 weeks nor more than 52 weeks The classified service includes the Competitive, Non-Competitive, Exempt, and Labor classes of Civil Service. Employees who have been promoted to a position serve a new fifty-two (52) week probation period in their new title.

Secondary Employment

Employees covered by this policy understand and agree that their employment with the District is of basic and primary importance, and that secondary employment must not inhibit or impede the efficient and effective performance of their job duties, responsibilities, or attendance, nor shall it impair their judgment in the exercise of their official duties. Personnel engaged in secondary employment will notify the Superintendent of Schools of the details of their employment.

Article IV - Compensation and Benefits

Annual Salary

- 1. The Watertown City School District maintains a competitive salary structure and benefit package for administrative employees.
- 2. All salaries and benefits of employees covered by this policy manual are reviewed annually by the Board of Education. Each employee receives an annual salary review by the Superintendent of Schools and the Assistant Superintendent for Personnel and Student Services. Following this review, the Board of Education will review the recommendations. At the conclusion of this review, a total compensation plan is submitted for approval by the full Board of Education.

Longevity

Employees who have been continuously employed on a full-time basis with the District receive a \$1,500 longevity benefit in addition to their base salary at the commencement of their 10, 15, 20, 25 and 30 years of service with the District.

Tax Sheltered Annuity

The Watertown City School District offers a 403(b) Tax Annuity Savings Plan. The plan is a voluntary savings program created by federal and state law that enables public employees to save a portion of their gross pay before federal, state, and local income taxes are deducted. The amount deferred accumulates tax-free until the funds plus earnings are distributed (generally after retirement) when most people are in a lower tax bracket. Information regarding the complete details of the 403(b) Tax Annuity Plan and payroll deduction forms are available in the Personnel Office.

Workers' Compensation

Employees who suffer an Injury or illness that is directly related to their employment shall be eligible for Workers Compensation benefits. Employees must file the required accident report form immediately following the job-related accident, regardless of the need for medical treatment or loss of work time.

Defense and Indemnification

The Watertown City School District shall provide for the defense and indemnification of employees covered by this policy for actions or omissions made in the ordinary course of their employment provided there exists no findings of misconduct. Employees requesting assistance under this section are advised to make a written request to the Superintendent of Schools and School Attorney within three (3) business days of their receipt of any summons, complaint, process, notice, demand, or pleading that may require defense and indemnification coverage.

Travel

- 1. Employees covered by this policy will be reimbursed for necessary and reasonable expenses incurred in the performance of District business upon submission of an approved claim form, Mileage will be reimbursed at the rate in cents per mile that is allowed by the IRS.
- 2. Travel authorization shall be required in all cases. Travel authorization shall be submitted on the approved form in writing to the Superintendent of Schools as soon as possible. Further guidance regarding the District's mileage reimbursement can be found in District Policy number 4504 and its accompanying regulation.

District Issued Cellular Phones

- 1. The Board of Education recognizes that certain employees covered by this policy as identified by the Superintendent will be required to carry district-owned cell phones (or be provided a monthly cell phone stipend of \$45.00) in order to meet their job responsibilities.
- 2. The Board of Education further recognizes that managerial employees who are issued district phones may be required to be accessible on off-duty hours and weekends. In light of this requirement, it is understood that cell phones are for school district business and that private use is authorized within the monthly cost of the existing district rate plan.
- 3. Further guidance regarding the District's cell phone policy can be referenced in District Policy number 4600.

Health Insurance

- 1. In order to qualify for health Insurance. an employee must be in a paid status with the District, either through regular wages or the use of district accrued compensation time such as sick leave, personal leave, or vacation time. Handbook employees will contribute 15% of the premium cost for health insurance and the District will contribute 85%.
- 2. The employee's share will be deducted from the employee's paycheck.

<u>Dental</u>

For any eligible participating employee in the Dental Plan, the District will contribute \$100 towards the individual plan or \$200 towards the family plan.

Cafeteria Plan

The District agrees to allow employees covered by this policy to enroll in the full IRS 125 cafeteria plan, in accordance with IRS regulations, for employee deductions including but not limited to, health insurance premiums, unreimbursed medical expenses (including dental, vision, and hearing) and dependent care expenses.

Article V - Attendance and Leave Benefits

Base Workday/Work Week

- 1. Department Heads and Management employees are responsible for performing the duties of their office, including ensuring coverage of the District Reception and the District Superintendent's Office during lunch periods. District office administrative support staff must coordinate schedules, with the guidance and directives of the Assistant Superintendent for Personnel and Student Services to ensure continuous coverage during regular business hours, including lunch periods. The workday is determined by the tasks to be performed. Department Heads and Management employees are considered salaried employees under State and Federal Law and are therefore not eligible for overtime compensation or compensatory time, except as approved by the Superintendent and the Board of Education. The work year for such employees shall be considered to be 260 workdays.
- 2. All Management/Confidential employees are required to work the hours and schedule determined by the Department Head with the understanding that such employees work an 8-hour workday unless otherwise advised. Management/Confidential employees are considered hourly employees under State and Federal Law and are eligible to receive overtime compensation for hours worked in excess of forty hours per week subject to budget availability and approval of the Department Head.
- 3. All employees covered by this policy are required to submit time and attendance forms in accordance with District policy.

Snow Days

Employees covered by this policy are expected to report to work on snow days unless specifically told not to report as directed by the Superintendent of Schools. If by May 1, two (2) or more snow/emergency days remain, employees covered by this policy shall not be required to report to work on the Friday before Memorial Day which will be treated as a holiday.

Emergency Management Responsibilities

It shall be the responsibility of all employees covered by this policy to report for duty at times and places designated by the Superintendent of Schools or his/her designee when a natural disaster or emergency has occurred.

Holidays

- 1. Employees covered by this policy who, in judgment of the Department Head, can be spared without interfering with the operation of the department, will be allowed time off with pay to observe the following holidays, providing such employee shall have worked the workday immediately preceding such holiday and providing such employee worked the workday immediately following such holiday. These provisions shall not apply if the said holiday falls within the employee's scheduled vacation, or if absence is because of illness.
- 2. Employees who are required to work on a holiday will receive equal time off in lieu of the holiday.

New Year's Day	Labor Day
Martin Luther King Jr. Day	Columbus Day
Presidents' Day	Veterans' Day
Good Friday	Thanksgiving Day
Memorial Day	Friday after Thanksgiving
Juneteenth*	Christmas Eve
July Fourth	Christmas Day

^{*}Juneteenth (when recognized as a holiday on the District's instructional calendar and if the employee would be otherwise scheduled to work).

Vacation

Management/Confidential

- 1. This policy aims to promote the well-being of employees by encouraging the timely use of earned vacation time. Taking regular vacations not only supports employee health and morale but also fosters productivity and creativity upon their return. By ensuring adequate coverage and planning, employees can enjoy their time away knowing that operations within the District will continue smoothly. This balance between personal time off and operational needs contributes to a positive work environment and sustained excellence in serving our students, parents, and community.
- 2. Each full time Management/Confidential employee covered by this Agreement whose employment is for twelve months of the year shall be entitled to an annual vacation with pay in accordance with the provisions outlined below:

Less Than One (1) Year	10 days prorated with full allotment available after 30 full days of service
One (1) to Six (6) Years	12 Days' Vacation
Seven (7) to Fourteen (14) Years	15 Days' Vacation
Fifteen (15) to Twenty (20) Years	20 Days' Vacation
Over Twenty (20) Years	25 Days' Vacation

- 3. Employees should discuss vacation scheduling with their Department Head, or in their absence, the Superintendent or their designee. Employees may carry over up to five (5) days of unused vacation leave. Approval from the Superintendent is required for any carry-over exceeding 25 days, and requests to carry over vacation days into the succeeding year must be submitted on a request form to the Superintendent for consideration by June 30th.
- 4. Employees have the option to have the District buyout up to seven (7) vacation days to an approved 403(b) account for each year. These funds will be directly deposited into a qualifying 403 (b) plan chosen by the district.

Management/Department Heads

Department Heads are entitled to twenty (25) vacation days per school year. The scheduling of vacation shall be discussed with the Superintendent of Schools. Management/Department Heads who are unable to use all of their days within the school year may carry-over up to five (5) days into the succeeding year. Unless approved by the Superintendent of Schools, at no time will an employee carry a balance in excess of 25 days at the commencement of the school year. Employee has the option to have the District buyout up to seven (7) vacation days to an approved 403(b) account for each year. These funds will be directly deposited into a qualifying 403(b) plan chosen by the district.

Resignation and Retirement

- 1. Employees covered by this agreement who separate from service whether by resignation or retirement, and when at least 30 days' notice is given by such employee of their intended separation from service, any unused vacation credits are to be compensated at the employee's regular rate of pay.
- 2. In the case of Management Confidential employees, time worked from the last anniversary date will be prorated and additional vacation will be credited if hired on or before 7/1/2019. Those hired after 7/1/2019, who receive their vacation days up front, will be prorated within the year that they separate from the district.

Sick Leave

All unit members are entitled to twelve (12) sick leave days per year cumulative to a total of 215 days' subject to the following.

- 1. For the first year of regular full-time employment, the number of days allotted to an employee will be prorated on the basis of one day for each month of anticipated actual employment in that year.
- 2. A doctor's certificate or other proof acceptable to the Superintendent of Schools or the Assistant Superintendent for Personnel may be required for any absence for sickness after five (5) consecutive workdays. Where a pattern of usage can be documented, the District shall take such steps necessary to verify appropriate use of sick leave.

Sick Leave Incentive

1. Beginning July, 2018, members will be given the option to sell back to the District sick leave days at the member's existing daily rate of pay at the time of the sellback. The member can sell back a maximum of (5) sick days a year based on the amount accumulated and the schedule below.

Accumulated Sick Days	Number of Days to Sell Back
12-33	2
34-51	3.5
52-71	4.5
72+	5

- 2. To sell back days, the employee must notify the District by June 30th in the year in which the member met the following qualifications to be eligible to sell back days:
 - a. Employee must have used no more than (3) sick days (personal or family) in the eligibility year;
 - b. The employee must not have missed any workdays for no pay; and
 - c. Proper use under the contract of personal days, bereavement days, sick bank leave donation, or vacation, as the case may be, will not affect eligibility for sellback days under this section.
- 3. The school year will be July 1 to June 30. The District will include payment for the appropriate amount in the last pay period in October. The employee may choose to have the payment for this incentive will be deposited directly into a 403 (b) plan chosen by the employee or as a cash payout.

Family Illness

- 1. All employees covered by this agreement are entitled to seven (7) days per year for illness in the immediate family subject to the following:
 - a. For the first year of regular full-time employment, the number of days allowed will be prorated on the basis of one day for each two and one-half (2½) months of anticipated actual employment in that year.
 - b. Immediate family is defined as: mother, father, daughter, son, sister, brother, spouse, grandchild, grandparent, mother-in-law, father-in-law, daughter-in-law, son-in-law, and significant other, or relative living in the same household.
 - c. Days allowed for family illness do not accumulate from year to year.
 - d. After use of the seven (7) family illness leave days in a school year, the member may use up to five (5) personal sick leave days for family illness where such days shall be deducted from the employee's accumulated sick leave. An employee must have accumulated personal sick leave in order to draw from in order to take more than the initial seven (7) family illness leave days in a year.

2. When an employee is absent for three (3) or more consecutive workdays for family illness, the District may request a doctor's statement certifying as to the person who is ill and the nature of the illness. Days allowed for family illness do not accumulate from year to year.

Bereavement

- 1. All regular employees covered by this agreement are entitled to up to five (5) days of bereavement leave for only the following specified family members: mother, father, daughter, son, brother, sister, spouse, grandmother, grandfather, grandchild, aunt, uncle, father-in-law, mother-in-law, sister-in-law, brother-in-law, daughter-in-law, and son-in-law or relative living in household.
- 2. In cases of relatives other than the above, the employee shall submit for approval to his/her immediate supervisor and the Superintendent of Schools or his/her designee, written justification as to the closeness of the relationship. In these instances, it is understood that there is no requirement to grant five (5) days of leave and that the District will consider other relations on a case-by-case basis. Furthermore, the District reserves the right to limit leave time to the day of the funeral only.

Necessary Business Days

All employees covered by this agreement are entitled to three (3) necessary business days per year subject to the following.

- 1. Normally a reason or excuse for a necessary business absence is not required, but the employee must give reasonable notice to his/her immediate supervisor or the Superintendent of Schools. Whenever possible, at least forty-eight (48) hours advanced notice for use of a necessary business day will be given.
- 2. In the absence of special circumstances to be reported by all employees to his/her immediate supervisor and to the Superintendent, a necessary business day shall not be taken on a day prior to or following a school vacation or holiday.
- 3. Necessary business days may accumulate to a maximum of five (5) days.
- 4. If at the beginning of the school year the additional three (3) days granted would exceed the five (5) which is the most that may be accumulated, the excess will be credited annually to the sick leave accumulation.
- 5. If the employee has accumulated three (3) or more necessary business days, up to three (3) may be used in one school year without a reason or excuse.

Article VI - Retirement

Health Insurance in Retirement

- 1. Employees hired prior to July 1, 2006, shall continue health insurance in retirement as resolved by Board of Education Resolution dated June 1, 1982, which states:
 - RESOLVED that, effective 9/1/82, Healthcare Insurance Coverage for full time retired employees of the Watertown City School District, who have health insurance coverage with the District at the time of their retirement, will be carried by the District's plan at no cost to them, provided they qualify as follows:
 - a. He or she has had at least five (5) years of service, not necessarily continuous, with the Watertown City School District.
 - b. He or she is qualified for retirement under the New York State Employees' Retirement System, or the New York State Teachers' Retirement System; or, if not a member, is at least fifty-five (55) years of age.
- 2. Employees hired between July 1, 2006, and June 30, 2012, will also fall under the provisions of paragraph 1 regarding health insurance premiums in retirement.
- 3. Employees hired on or after July 1, 2012, meeting the requirements below will pay the same premium contribution in retirement as they were paying on the last day of active employment:
 - a. Are employed by the Watertown City School District at the time of retirement and are enrolled in the health plan at the time of retirement;
 - b. Provide proof of retirement and otherwise meet the definition of retirement as specified by the NYS Employees' Retirement System, or the NYS Teachers' Retirement System.

New York State Retirement

- 1. All permanent, full time employees are enrolled in the New York State and Local Retirement System (NYSLRS). The District provides Section 75(G), "Career Retirement Plan" to its employees. The NYS and Local Retirement System are organized into Tiers determined by the date on which you joined the system. Benefit levels and requirements are different for each Tier.
- 2. Additional information on the NYS and Local Retirement System can be directly obtained from visiting https://www.osc.ny.gov/retirement/about-nyslrs.
- 3. Any full-time employee who retires by meeting the service requirements as defined by the NYS Employees Retirement System will be afforded section 41(j) of the NYS Retirement Plan, which provides for the conversion of sick leave to service credit. Employees who receive a cash payment based on their accumulated sick leave at retirement are not eligible

for the additional service credit. Payments for unused sick leave cannot be considered in the calculation of a member's final average salary wages.

Retirement Increment

Any employee, working more than four (4) hours per day who retires (as defined by NYS Employees Retirement System) after the completion of ten (10) years of service shall be compensated for each day of accumulated sick leave up to a maximum of 215 days (\$6900) as follows:

\$15/day for the first 100 days = \$1500 \$30/day for days 101-150 = \$1500 \$60/day for days 151-215 = \$3900