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Contract Database Metadata Elements

Title: **Watertown City School District and Watertown Administrative and Supervisory Association (WASA), Empire State Supervisors & Administrators Association (ESSAA), (2005)**

Employer Name: **Watertown City School District**

Union: **Watertown Administrative and Supervisory Association (WASA), Empire State Supervisors & Administrators Association (ESSAA)**

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RECOGNITION

AD/6438

The Board hereby recognizes the Watertown Administrative and Supervisory Association (WASA) as the sole bargaining representative of all administrative personnel excluding "central office" administration. Said unit shall include Principals, Assistant Principals, Coordinators, and Directors.

Recognition is hereby granted for the purpose of collectively negotiating and entering into a written agreement with the employer regarding terms and conditions of employment. Said recognition recognizes that the employee unit has affirmed its intent to comply with all the requirements of Section 200 through 214 of the Civil Service Law and as amended.

ARTICLE I

This contract will be for a term of July 1, 2005, through June 30, 2008.

ARTICLE II DUES DEDUCTION

At the request of WASA, the Board agrees that for the duration of the agreement, dues for Empire State Supervisors & Administrators' Association (ESSAA) will be deducted from the wages of employees covered by this agreement and transmitted to ESSAA upon the following conditions:

1. On or before September 1st of the contract year, the authorization of the employee desiring dues deductions shall be filed with the District Payroll Office.
2. Before said date, the President or Treasurer of WASA shall file with the Clerk of the Board a certification of the current rate of membership dues of ESSAA and its national affiliate, together with a list by school buildings of the individuals desiring dues deductions and the amounts of such deductions for each.
3. Deductions of the total amount authorized by a particular individual shall be made in ten equal installments from the consecutive payrolls commencing with the first payroll in September of the contract year.
4. Promptly following each payroll from which deductions are made, the Board shall transmit to ESSAA the dues deducted for the particular time period. The Board shall provide a list of individuals for whom the deductions have been made and the amount deducted for each to WASA with the final payment.

ARTICLE III LIAISON COMMITTEE

- A. It is agreed by both parties that it is desirable to utilize, on a continuing basis, the expertise of administrators and supervising personnel with respect to the procedural means for the Superintendent of Schools to execute his responsibility under the law in the area of educational policy. The parties believe that continuing communication between the Superintendent of Schools and the Association should be provided so

as to effectively utilize the contributions of administrators and supervisors in this area.

- B. The Superintendent of Schools and four representatives from the Association shall constitute a committee which shall meet at least four times within the school year. The agenda for such meetings shall be prepared jointly by the President of the WASA and the Superintendent of Schools, and be distributed to the participants five working days prior to the date of each meeting of the liaison committee.

It will be the responsibility of the Superintendent of Schools and the President of WASA to initiate each meeting of the liaison committee. While the agenda for each meeting shall be prescribed at least as a beginning point for sessions, the goal of all meetings will be to achieve a closer, more effective working relationship between all levels of management.

ARTICLE IV GRIEVANCE

Section I - Declaration of Purpose

It is necessary that employees have an effective method of resolving their individual and collective difference with the employer. Further, it is desirable that such differences be resolved as expeditiously as possible at the lowest administrative level. In this light, the following definitions and procedures are mutually agreed to:

Definitions:

Grievance - A claimed violation of the terms and conditions of employment as contained herein.

Aggrieved - Any party to the contract.

Days - As employed in these procedures shall exclude Saturday, Sunday, and legal holidays when school is closed.

Section II - General Procedures

- A. Except at the informal stage of resolution, all grievances shall be in writing and shall include the following:
 - 1. Name of grievant.
 - 2. Nature of grievance.
 - 3. Details as to the time and place the aggrieved event took place, and the names of all parties involved, etc. Copies of relevant printed materials shall be included where appropriate.
- B. The aggrieved may be represented at any or all stages by a representative of his/her own selection.
- C. If a particular grievance affects multiple employees, nothing shall restrict their Association, at the request of the aggrieved, from filing a group action in their behalf.
- D. Both parties agree to make all relevant materials available upon request to the other

party of interest. The legal process shall be available to both parties to enforce disclosure and discovery after due notice.

- E. All such written records as pertain to the processing of a particular grievance shall be maintained in a file separate from the individual(s) personnel folder(s).
- F. If this grievance procedure is pursued to or through Stage 4, the grievant waives any and all rights to pursue said grievance through alternate procedures for adjudication.
- G. The grievant may upon written request receive legal counsel from the Board of Education attorney regarding his interpretation of the terms contained herein.

Section III - Stages of Grievance

A. Stage I - Informal

A grievant shall discuss said grievance with his or her immediate Supervisor, or in the absence of an immediate Supervisor, directly with the Superintendent of Schools or his delegate. It is desirable that this discussion be informal and held as expeditiously as is possible.

If a satisfactory solution is not forthcoming, the grievant shall reduce the grievance to writing within three (3) days as specified in Section 2, and resubmit it to the Supervisor. The Supervisor shall within three (3) days after receipt of same, issue a written decision to the grievant.

B. Stage 2 - Superintendent of Schools

If the grievant is not satisfied with the Stage 1 decision, the grievance may be forwarded within ten (10) days directly to the Superintendent with a note signifying it is an appeal from a Stage 1 decision.

Within five (5) days after receipt of this written appeal, the Superintendent of Schools, or his delegate, shall schedule a hearing with the grievant and other parties of interest. The hearings shall be held within seven (7) days of the receipt of the "appeal."

The Superintendent of Schools shall render a written decision of his findings within ten (10) days after the hearing.

C. Stage 3 - Board of Education

If the grievant is not satisfied with the Superintendent of School's written decision, an appeal in writing may be submitted within ten (10) days requesting a Board meeting.

Within fifteen (15) days after receipt of the written appeal from the Superintendent of Schools' decision, a hearing shall be held before the Board.

Within ten (10) days following the Board hearing, the Board shall render its written decision directly to the grievant and/or representative.

In no instance shall the Board, in the case of multiple grievances, meet more often than at ten (10) day intervals to process said multiple and/or simultaneous grievances.

D. Stage 4 - Arbitration

If after the Board appeal the grievant is not satisfied, the grievance may be submitted to Binding Arbitration by the issuance of a Demand for Arbitration notice. It must be sent to the Board within fifteen (15) days after receipt of the Stage 3 written decision.

If the Board and the grievant cannot agree upon a mutually acceptable arbitrator, one shall be selected according to the existing rules of the American Arbitration Association.

The arbitrator shall hear the case as soon as feasible, and render his written decision with appropriate justification in all due dispatch.

The decision of the arbitrator shall be final and binding on all parties. The arbitrator, however, shall have no power to recommend any action violative of this contract, nor shall he/she have power to add to, subtract from, or otherwise alter the express written language of this contract.

The full and total costs for the arbitrator and accompanying service shall be borne equally by both parties of interest.

**ARTICLE V
CREATION OF NEW POSITIONS**

If during the term of this agreement, the Board creates a new position encompassed within this unit, then the terms and conditions of employment contained herein shall be deemed controlling.

**ARTICLE VI
ADMINISTRATOR'S EVALUATION FORM**

The purpose of evaluation is to assess the quality and performance of the administrative staff. It is hoped that the evaluation process will provide an avenue for mutual understanding between central administration and the administrative staff. The evaluation process encompasses the following general procedure for formal evaluation.

1. The employer must establish standards of performance.
2. Standards must be clearly expressed.
3. The employee must have reasonable notice that he/she is not meeting such standards.
4. The Superintendent of Schools or his designee must detail the specifics of such failures or compliance, making suggestions for improvement, and offer such supportive help as may be available.
5. The Superintendent of Schools or his designee shall re-evaluate, where appropriate, to ascertain if such improvements have been made.

6. The employee must be warned that he/she is in danger of being dismissed, if such is the case. Such warning shall be in written form, and signed by the employee, thereby acknowledging the warning.
7. The parties agree to the evaluation instrument used currently by the District for Administrators. (Summative Administrator/Coordinator Performance Evaluation document).
8. The Superintendent of Schools, however, reserves his right to change the evaluation instrument with the proviso that in altering any expectation of standards of performance, the staff shall be fully apprised.

Validity of evaluation depends upon the care directed in observing an individual's work. Experienced supervisors recognize the importance of basing their evaluation on the observation of a variety of situations.

ARTICLE VII JOB DESCRIPTION

Job description for Administrative assignments may be found in the District Handbook of the Board of Education. When a change is instituted by Board policies, and such change is a mandatory term and condition of employment, the impact of such change shall be negotiable.

ARTICLE VIII RELATED BENEFITS

- I - Injury Protection
- II - Payment for Unused Accumulated Sick Leave at Retirement
- III - Retirement Incentive
- IV - Health Insurance
- V - Dental Insurance

Section I - Injury Protection

Members of this bargaining unit who are unable to work as a result of an injury caused by misbehavior or negligence on the part of a student while the administrator, supervisor or coordinator is in the responsible performance of his/her duty shall not be charged sick leave and shall receive full pay for such period of disability up to a maximum of 90 days. At the end of the 90 days if the person is still out and in all other on-the-job injury cases, the following will apply.

In the event of any injury in the course of employment, the person will be reimbursed to the extent of his/her available sick leave. Any Workers Compensation payments, for which the person qualifies while on sick leave, shall be paid to the District. The dollar value will be converted to the equivalent number of working days, based upon the person's salary and at the termination of the absence, this number of days will be credited to the person's sick leave for the future. The parties agree that where a person is finally adjudged guilty of criminal charges or had judgment entered against him/her in a civil case as related to the

incident, the Board has no further responsibility for pay or loss of accumulated leave.

Section II - Payment for Unused Accumulated Sick Leave at Retirement

At the time of an individual's retirement under the provisions of the New York State Teachers' Retirement System, the District will pay as outlined below for each unused sick day, up to 222* days.

<u>Accumulated Days</u>	<u>Rate/Day</u>	<u>Maximum Benefit - 12 mo.</u>	<u>Maximum Benefit - 10 mo.</u>
0 - 100	\$30	\$3,000	\$3,000
101 - 150	\$50	\$2,500	\$2,500
151 - 222	\$75	<u>\$5,400</u>	<u>\$3,750</u>
		\$10,900	\$9,250

*200 days for 10-month unit members

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

Section III - Health Insurance

- A. Effective July 1, 2006, the District will pay 89% of the employee's health insurance premium and the employee shall pay 11%. The employee's share will be deducted from the employee's paycheck.
- B. The District will implement an IRS 125 plan for the employee's share of the cost of the health insurance premium. In addition, each unit member shall have the right to participate in a full IRS 125 Cafeteria Plan.
- C. WASA agrees to increase its bargaining unit members' premium contribution rate for the Jeff-Lewis Healthcare Plan to the same level negotiated for Watertown Education Association (WEA) members. The increased contribution rate would go into effect immediately upon ratification of the WEA contract by the Watertown City School District Board of Education, or when the rate increase goes into effect for the WEA.
- D. Health Insurance coverage upon retirement:
 - 1. Employees hired after July 1, 2006, will be eligible to continue health insurance coverage in retirement provided they have met the following requirements:
 - A. are employed by the Watertown City School District at the time of retirement and are enrolled in the health plan at the time of retirement;
 - B. provide proof of retirement and otherwise meet the definition of retirement as specified by the NYS Teachers' Retirement System or the NYS Employees' Retirement System;
 - C. meet the minimum service requirements with the Watertown City School District as listed in the following schedule:

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

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

As of the ratification date of this contract, the Watertown City School District contributes 100% of the healthcare insurance premium to retirees hired prior to July 1, 2006, who meet the requirements listed in Article VIII, Section III, D-2. Based on pending litigation (Court of Appeals case #1004-875) Article VIII, Section III, D-2 will be reopened for negotiations.

Section IV - Dental Insurance

The District's total contribution towards individual coverage shall not exceed \$100; towards family coverage, the District's contribution shall not exceed \$200. The Association and District representative shall review this plan for possible changes prior to the expiration of this Agreement. Any recommendation to change plans shall require the approval of the Board of Education.

ARTICLE IX CONTINUING POLICIES

District-wide policies as set forth in the Handbook of the Board of Education regarding terms and conditions of employment not covered by this agreement shall be continued. If such policies are of necessity changed, and if such change has an impact upon terms and conditions of employment, such impact as may exist will be deemed negotiable.

ARTICLE X SICK LEAVE

- A. For full-time administrators, sick leave is accumulated at the rate of one day for each month of employment, to a maximum of 222 days. For full-time coordinators and directors, sick leave shall accumulate at the rate of one day for each month of employment, to a maximum of 200 days.

B. Necessary Leave

1. Members of the bargaining unit shall be entitled to two necessary business days a year. Unused necessary days may accumulate from year to year up to a maximum of five (5) for coordinators and six (6) for administrators, except that more than two days may be used in one absence upon the approval of the Superintendent of Schools, and for requests of more than two days in one absence the Superintendent of School's approval is required and he/she may request a reason.
2. No reason or excuse for such necessary business absence shall be required, but reasonable notice shall be given by the employee to the Superintendent of Schools. If possible, 48 hours advance notice will be given for use of a necessary business day.
3. In the absence of special circumstances to be reported by the employee to the Superintendent of Schools, a necessary business day shall not be taken on a day just prior to or just following a school vacation or holiday. A day or days without pay may not be taken as intervening days between necessary business days and school vacations or holidays.
4. If at the beginning of the school year the additional two (2) days granted exceed six (6), which is the most that can be accumulated, then the excess of these days will be credited annually to the sick leave accumulation.

C. Family Illness

Full-time coordinators shall be allowed six (6) full days, and full-time administrators seven (7) full days per year for illness in the immediate family.

When a member of the bargaining unit is absent for three or more consecutive days for family illness, the District may request a doctor's certificate certifying as to the person who is ill and the nature of the illness.

Definition of "Family" as in "Family Illness"

Mother, father, son, daughter, brother, sister, spouse, relative living in the household. In cases of relatives other than above, the employee shall submit to the Superintendent of Schools written justification for closeness of relationships and need in the particular situation. This shall be submitted as soon as practicable.

D. Bereavement Leave

1. All unit members regularly employed full-time are entitled to five (5) full days for each death in the immediate family or household.
2. All unit members regularly employed full-time are entitled to one (1) full day for each death of an aunt, uncle, or first cousin.
3. Definition of "family" as in "death in the immediate family" - mother, father, son, daughter, brother, sister, grandmother, grandfather, spouse, mother-in-law, father-in-law, grandchild, son-in-law, daughter-in-law, brother-in-law, sister-in-law, or other significant person living in the household.

- E. All other leave provisions presently in the Handbook of the Board of Education for professional personnel shall be maintained for the duration of this contract agreement.

**ARTICLE XI
WORK YEAR**

All unit members except the coordinators and directors will work 235 days per school year. Coordinators and directors shall work a minimum of 200 days each school year between July 1 and June 30. If the District requests coordinators and directors to work additional days, such days will be paid at their per diem rate.

If the District requires an administrator to work beyond the total work days as stated above, those additional days will be reimbursed at the per diem rate of pay for the employee. It is clearly understood working beyond the negotiated work year for any employee is strictly at the discretion of the Superintendent of Schools.

**ARTICLE XII
HOLIDAYS**

There shall be 13 approved holidays for administrators of this bargaining unit, as proposed by the District. Coordinators and directors will have 10 paid holidays. Such holidays will be included in the above-listed work years.

Administrator Holidays

Labor Day
Columbus Day
Veterans' Day
Thanksgiving
Friday after Thanksgiving
Christmas Eve
Christmas Day
New Year's Day
Martin Luther King's Birthday
Presidents' Day
Good Friday
Memorial Day
July 4

Coordinator Holidays

Columbus Day
Veterans' Day
Thanksgiving
Friday after Thanksgiving
Christmas Eve
Christmas Day
New Year's Day
Martin Luther King's Birthday
Presidents' Day
Memorial Day

**ARTICLE XIII
VACATION**

1. Building administrators, excluding coordinators and directors, are entitled to twenty-five (25) vacation days per school year. Vacation requests may be made prior to June 1 for the succeeding school year. The Superintendent of Schools will review such requests, and approve or disapprove, based on the needs of the District's educational programs. The Superintendent of Schools shall, upon receipt, respond to such requests within ten (10) working days. Requests made after June 1 will be approved or disapproved at the discretion of the Superintendent of Schools.

2. All vacation time shall be taken during the school year. Unit members who are unable to use all of their vacation during the school year, due to extenuating circumstances, may petition the Superintendent in writing to carry-over up to five (5) days into the succeeding year. If the Superintendent approves the carry-over of vacation days into the next school year, such carry-over days must be used by August 31. If the principal had responsibilities for summer programs, any approved carry-over days must be used by December 31.
3. Upon termination of an employee, either by resignation or retirement, and when at least 30 days notice is given by such employee of his intended separation from service, any unused vacation credits are to be compensated at the employee's regular rate of pay. In the event a separation occurs after July 1, vacation will be accrued as follows: July 1 = three (3) days, each month thereafter, two (2) days.
4. Retirement Incentive: NYS Teachers' Retirement System
The members of the Watertown Administrative and Supervisory Association have expressed an interest in considering the New York State Teachers' Retirement incentive legislation should it be made available to local school districts. The district agrees to review the feasibility of offering the incentive each year the legislation is offered.

ARTICLE XIV NEGOTIATION RESPONSIBILITIES

- A. It is acknowledged that placing building level administrators at the negotiating table as resource persons when dealing with other unit contracts, may be recognized and counter-productive in terms of the District's interests. Should conditions warrant, however, nothing shall restrict the Superintendent of Schools' prerogative in this area.
- B. The expertise of building-level administration will be utilized in the development of District negotiating positions as regards to instructional and non-instructional contracts.

ARTICLE XV DISTRIBUTION OF CONTRACT

The Board of Education shall reproduce copies of a final agreement and distribute individual copies to each WASA member within thirty (30) days after final agreement.

ARTICLE XVI MISCELLANEOUS PROVISION

This written agreement may be altered only with the mutual written acknowledgment of both parties.

**ARTICLE XVII
SUCCESSOR AGREEMENT**

Negotiations for successor agreement shall be commenced at any time upon request of either party. A mutually acceptable meeting date shall be set no more than fifteen (15) working days following such request.

**ARTICLE XVIII
SICK LEAVE BANK**

The sole purpose of the Sick Leave Bank is to provide additional sick leave to bank members who have exhausted their own sick leave and have suffered an unplanned and prolonged illness. The Sick Leave Bank will be administered according to the guidelines below. Recommendations for changes and/or interpretations will be made by the WASA officers subject to the approval of the Superintendent of Schools.

1. All professional members of the staff represented by WASA and employed by the Board of Education are eligible for membership.
2. Membership must be made in writing to the District Payroll Office for new employees; otherwise, membership will be delayed until the following school year.
3. An annual contribution of a minimum of two days up to a maximum of five days per school year must be made from a member's accumulated sick leave in order to begin membership in the bank. Fifteen (15) days will be loaned by the Board of Education. The days loaned by the Board of Education will be paid back when the bank reaches sixty-five (65) days. However, days donated by members will accrue until the bank reaches a total of one hundred (100) days. Once the total reaches one-hundred (100) days, members' contributions will cease until needed again.
4. Days contributed to the Sick Leave Bank are non-refundable.
5. Persons wishing to terminate membership in the Sick Leave Bank must notify the Superintendent of Schools in writing. Termination of membership must be accomplished between July 1 and September 1 of any given year.
6. Before a member can draw on the Sick Leave Bank, all of his/her personal sick leave must have been exhausted.
7. Benefits can be granted only for personal illness.
8. Benefits received from the bank will not have to be repaid.
9. Maximum benefits for any one individual shall not exceed:

	<u>Percent of Bank</u>
0 - 5 years of service in the District	20
6 - 10 years of service in the District	40
11+ years of service in the District	50

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

10. Benefits will apply only to days on which the member would have normally worked.

11. Daily benefits will be calculated by dividing the member's annual salary by 260 for 12-month unit members and 200 for 10-month unit members.
12. Applications for benefits submitted to the District Payroll Office must be accompanied by a detailed doctor's statement including such things as a complete diagnosis, expected duration, physical limitations, etc.
13. Benefits may be drawn from the bank by any one member only once in a given fiscal year.
14. All applications for benefits will be reviewed by the Sick Leave Bank Committee composed of the following, before forwarding them to the Superintendent of Schools for approval: WASA Officers, Central Office Administrator.
15. The Superintendent of Schools may require a member requesting and/or receiving benefits to submit to a physical examination by a doctor of the District's choice.

SALARY INCREASES

2005 – 2006 4.5% for each unit member with no step movement.
2006 – 2007 4.5% for each unit member with no step movement.
2007 – 2008 4.0% for each unit member with no step movement.

**ARTICLE XIX
CONDITION OF AGREEMENT**

IF ANY PROVISION OF THIS AGREEMENT OR ANY APPLICATION OF THE AGREEMENT TO ANY EMPLOYEE OR GROUP OF EMPLOYEES SHALL BE CONTRARY TO LAW, THEN SUCH PROVISION OR APPLICATION SHALL BE DEEMED NOT VALID AND SUBSISTING, EXCEPT TO THE EXTENT PERMITTED BY LAW, BUT ALL OTHER PROVISIONS OR APPLICATIONS WILL CONTINUE IN FULL FORCE AND EFFECT.

IN WITNESS WHEREOF this agreement has been executed in quadruplicate this _____ day of _____, 2006.

WATERTOWN ADMINISTRATORS AND
SUPERVISORS ASSOCIATION

By: _____
President

CITY SCHOOL DISTRICT OF THE CITY OF
WATERTOWN, NEW YORK

By: _____
Superintendent of Schools

AGREEMENT

by and between

**THE WATERTOWN CITY SCHOOL DISTRICT
SUPERINTENDENT OF SCHOOLS**

and

**WATERTOWN ADMINISTRATIVE
AND SUPERVISORY ASSOCIATION**

July 1, 2005 - June 30, 2008

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If you are a principal or an assistant principal, submit the following letter to the Superintendent of Schools prior to May 15 of the current school year.

_____, Superintendent of Schools
Watertown City School District
376 Butterfield Avenue
Watertown, NY 13601

Dear _____ :

This is to advise you that I am currently planning to use _____ of my vacation days for the _____ (current school year). The vacation days that I plan to use are as follows (list dates):

Thank you.

(signature)

If you are a coordinator, submit the following letter to the Superintendent of Schools prior to May 15 of the current school year.

_____, Superintendent of Schools
Watertown City School District
376 Butterfield Avenue
Watertown, NY 13601

Dear _____ :

This is to advise you that I plan to work the following days (up to three [3]) during the _____ (current school year). The dates are as follows (list dates):

Thank you.

(signature)