

Charlotte Valley Central School

15611 State Route 23
Davenport, NY 13750

TERMS AND CONDITIONS OF EMPLOYMENT

These "Terms and Conditions of Employment" are arranged by and between the Board of Education of the Charlotte Valley Central School District and Mrs. Alicia Fish. On behalf of the Board of Education, the Superintendent will administer the terms and conditions of this agreement. Hereinafter, the following terms shall apply:

- Charlotte Valley Central School District shall be referred to as the "DISTRICT."
- Alicia Fish shall be referred to as the "EMPLOYEE."
- The Superintendent shall be referred to as the "SUPERVISOR."

It is further understood that the "Terms and Conditions of Employment" do not constitute an indeterminate guarantee of employment for the EMPLOYEE by the DISTRICT. Rather, they delineate the critical factors which outline:

- The DISTRICT'S expectations of the EMPLOYEE regarding the essential aspects of the job as outlined in Sections I. - V. of this document along with the attached job description outlined in Appendix #1.
- The EMPLOYEE'S understanding, from the DISTRICT, the details that affect his/her salary and benefits as described in Sections VI. - IX.
- The EMPLOYEE'S understanding, from the DISTRICT, the details that affect his/her evaluation and potential dismissal as described in Sections X. - XI.
- The EMPLOYEE'S understanding, from the DISTRICT, the replacement status of his/her most recent contract as described in Section XII.

WHEREAS, the parties agree to the following terms:

I. EMPLOYEE'S JOB TITLE

The EMPLOYEE'S official job title shall be Program Manager (CROP Program).

II. STARTING DATE and/or DURATION of the CONTRACT

A) BEGINNING OF THE CONTRACT

The starting date for the EMPLOYEE'S contract will be September 1, 2023.

B) END OF THE CONTRACT

The effective period of this contract shall continue through June 30, 2024.

C) SEVERANCE NOTICE PRIOR TO RETIREMENT

In the event that the EMPLOYEE should elect to sever his/her employment with the DISTRICT prior to the expiration of this or any successor contract, (s)he will be obligated to provide the SUPERVISOR with thirty (30) calendar days notice of that fact.

III. WORK SCHEDULE

The work schedule of the EMPLOYEE is illustrative only and shall be modified to meet the specific needs of the DISTRICT. The work year shall be the standard 10-month school year in length with a typical work day of seven and one-half (7 & ½) hours, not including lunch. If the circumstances of the employment require additional time beyond the standard thirty-seven and one half hours (37 & ½) per week, the EMPLOYEE will be expected to adjust to the changing demands of the position. The work schedule shall be developed and directed by the SUPERVISOR with the understanding that the SUPERVISOR has the right to assign any and all tasks customarily assigned to an individual employed in the position outlined in Section 1) above. In addition, other duties, as determined appropriate by the SUPERVISOR, shall be assigned as needed.

IV. DUTIES

A) Specific Duties

- 1) The EMPLOYEE'S duties shall be flexible with respect to meeting the needs of the DISTRICT. In general, the EMPLOYEE is responsible for all aspects of that program as outlined in Appendix #1, Job Description.
- 2) Appropriate civil service guidelines regarding the EMPLOYEE'S job description shall apply.

B) Generic Duties

- 1) The EMPLOYEE is not regularly expected to deal with duties or other employment responsibilities that are specifically delineated by any of the DISTRICT'S concurrent collective bargaining agreements.
- 2) To the extent that it is necessary, the EMPLOYEE shall participate in appropriate district-level and/or other initiatives as deemed appropriate by the SUPERVISOR.
- 3) Also, to the extent that is necessary, the EMPLOYEE shall perform other appropriate duties as designated by the SUPERVISOR.

V. PROFESSIONAL DUES, AFFILIATIONS AND PROFESSIONAL DEVELOPMENT

A) Professional Development

The EMPLOYEE is expected to attend local, regional and state conferences as appropriate. The EMPLOYEE must submit requests for conference approvals in advance. Approvals must be made by the SUPERVISOR in writing.

C) Requisite Training

The EMPLOYEE will undergo additional training as deemed appropriate by the SUPERVISOR.

D) Proprietary Knowledge

All information, training, certifications, licenses and skills acquired by the EMPLOYEE at the direct expense of the DISTRICT shall be considered proprietary, and wholly owned by the DISTRICT. As such, the EMPLOYEE acknowledges this fact and agrees that (s)he will not use such information, training, certifications, licenses or skills as follows:

- 1) While in the employ of the DISTRICT, the EMPLOYEE will not use proprietary information, training, certifications, licenses or skills in any manner that will inhibit or otherwise impede his/her ability to function as a responsible member of the DISTRICT'S staff.

- 2) While in the employ of the DISTRICT, the EMPLOYEE will not use proprietary information, training, certifications, licenses or skills in any manner that will lead to employment for by any business, organization or agency other than the DISTRICT

VI. COMPENSATION

- A) Effective September 1, 2023, the EMPLOYEE'S 10-month salary for the 2023-2024, academic year shall be \$53,040.00.
- B) COMPENSATION FOR SUMMER EMPLOYMENT - Effective July 1, 2022, and each summer thereafter, the EMPLOYEE will be entitled to 10 summer per diem days paid at \$289/day).

VII. HOLIDAYS and AUTHORIZED LEAVE

- A) The EMPLOYEE shall be entitled to follow a school calendar. As appropriate, the EMPLOYEE will be expected to adjust his/her vacation time to address the needs of the position.
- B) Sick Leave Accumulation
 - 1) For the 2022-2023, academic year and beyond, the employee will be given fourteen (14) sick days per year. The assignment of sick days shall be effective on September 1st of each new school year.
 - 2) The EMPLOYEE will be entitled to accumulate a combined total of two-hundred (200) accrued sick days. Sick days may not be redeemed for monetary compensation at any point.
 - 3) Up to three (3) sick leave days per year may be used to care for the illness of a member of the immediate family. For the purposes of this agreement, immediate family shall include a spouse, parent or child.
 - 4) Additional sick leave days may be granted at the discretion of the SUPERVISOR. Leave time for these purposes will be deducted from the EMPLOYEE'S accumulated sick time.
- C) Personal Leave
 - 1) The EMPLOYEE shall be entitled to three (3) personal leave days per year without loss of compensation or deduction from accumulated vacation or sick leave credits. Personal leave will be granted, subject to the prior written approval of the SUPERVISOR.
 - 2) Unused personal leave days shall be accumulated as sick leave days.
- D) Bereavement Leave
 - 1) The EMPLOYEE shall annually be allowed to use five (5) days bereavement leave.
 - 2) At the discretion of the SUPERVISOR, the EMPLOYEE shall be given additional bereavement leave.
 - 3) All bereavement leave shall be deducted from the EMPLOYEE'S accumulated sick leave.
- F) Uncompensated Leave

The EMPLOYEE shall be given uncompensated leave at the discretion of the SUPERVISOR.

VIII. PHYSICIAN’S CERTIFICATE & HEALTH / DENTAL INSURANCE

- A) Physician’s Certificate
The SUPERVISOR or the DISTRICT may require a physician’s certificate for any absence of more than (2) two days, or when absences indicate a pattern of abuse (e.g., Mondays or Fridays, before or after vacation periods). If such examination is required, the cost will be paid for by the DISTRICT.

- B) The DISTRICT agrees to participate in shared funding with the EMPLOYEE in the CASEBP Health Insurance Plan or equivalent. The Employer agrees to pay percentages of health care and dental coverage pursuant to the following schedule:
 - 1) The Employer agrees to pay percentages of health care coverage pursuant to the following schedule:
 - a) The DISTRICT shall pay the premiums for the EMPLOYEE’S personal or family DISTRICT-participating health insurance option(s) as follows:
 - 1. Individual Plan - 11.3% payment by the DISTRICT
 - 2. Family Plan - 11.3% payment by the DISTRICT
 - b) The DISTRICT shall pay the premiums for the EMPLOYEE’S personal or family DISTRICT-participating dental insurance option(s) as follows:
 - 1. Individual Plan - 11.3% payment by the DISTRICT
 - 2. Family Plan - 11.3% payment by the DISTRICT

- D) The DISTRICT shall reserve the right to change health plans.

X. EVALUATION

- A) Annual Summative Evaluation – Minimally the EMPLOYEE will be evaluated annually in a summative format.

XI. DISMISSAL

Dismissal of the EMPLOYEE shall be governed by relevant provisions of the New York State Civil Service Law. This provision is not intended to create a property interest in employment of the EMPLOYEE.

XII. REPLACEMENT STATUS of Current “TERMS AND CONDITIONS OF EMPLOYMENT”

The EMPLOYEE’S signature on this document acknowledges that (s)he understands that this current agreement supercedes any and all preexisting agreements or “Terms and Conditions of Employment” that may or may not currently be in effect with other employers or the Charlotte Valley Central School.

SO AGREED, this ____ Day of June, 2023.

BY THE EMPLOYEE:

_____ / ____ / ____
Alicia Fish, Project Manager Date

BY THE DISTRICT:

_____ / ____ / ____
Eric Whipple, Superintendent Date