

# 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 **Paul Moller**. 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."
- Paul Moller 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 understands, from the DISTRICT, the details that affect his/her salary and benefits as described in Sections VI. - IX.
- The EMPLOYEE understands, from the DISTRICT, the details that affect his/her evaluation and potential dismissal as described in Sections X. - XI.
- The EMPLOYEE understands, 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 termed as the Director of Facilities II.

### **II. STARTING DATE and/or DURATION of the CONTRACT**

- A) BEGINNING OF THE CONTRACT  
The starting date for the EMPLOYEE'S contract shall be July 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 fifty-two weeks in length with a typical work day of eight (8) hours, not including lunch. If the circumstances of the employment require additional time beyond the standard forty hours (40) 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 the cleaning and maintenance of the DISTRICT'S facilities as outlined in Appendix #1, Job Description.
- 2) In addition, the EMPLOYEE shall be responsible for the management of the non-instructional personnel under his/her supervision. This will include evaluation of the custodial, maintenance, and transportation staff.
- 3) 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) Associations

The DISTRICT shall pay for annual membership dues for the EMPLOYEE in a SUPERVISOR-approved, professional organization of the EMPLOYEE'S choice and/or other professional associations as determined by the SUPERVISOR and budgeted for annually. If the DISTRICT cannot pay association dues directly, verified receipts must be submitted by the EMPLOYEE for reimbursement.

##### B) 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) Education Incentive

The EMPLOYEE shall be permitted to receive salary incentives, based on his/her future completion of approved college-level courses. Approved college-level courses shall be defined as follows:

- 1) Courses that are "job-specific" or a required part of a job-specific degree program (evidence of matriculation will be required).
- 2) The approval of credit for any specific course or courses will be granted by the SUPERVISOR. The request for approval must be made in writing in advance of course registration. Any approval request will not be considered authorized until said request has been endorsed by the SUPERVISOR. The original of the endorsed approval request will be placed in the EMPLOYEE'S personnel folder.
- 3) Compensation for completed courses will only be granted for courses where grades are earned in the range of A or B.

- 4) For course compensation purposes, the EMPLOYEE's salary will be adjusted twice, annually. This will occur immediately after July 1<sup>st</sup> and/or January 1<sup>st</sup>. The changes in salary will be made effective during the first pay period following the preceding dates.
- 5) Credit compensation shall be as follows:
  - a) Lower division courses: \$25.00 per credit hour.
  - b) Courses leading to an Associate's Degree: \$25.00 per credit hour.
  - c) Upper division courses: \$35.00 per credit hour.
  - d) Courses leading to a Bachelor's Degree: \$35.00 per credit hour.
  - e) Graduate courses: \$50.00 per credit hour.
  - f) Courses leading to a Master's Degree: \$50.00 per credit hour.
6. Degree Compensation shall be as follows:
  - a) Associate's Degree: \$1000.00.
  - b) Bachelor's Degree: \$2000.00.
  - c) Master's Degree: \$3000.00.

## **VI. COMPENSATION**

The EMPLOYEE'S salary for the period 7/1/2023 through 6/30/2024 shall be as follows:

- A) Effective July 1, 2023, the EMPLOYEE'S 12-month salary for the 2023-2024, academic year shall be \$67,275.00 per year.
- B) A stipend of \$2,000 shall be provided for the execution and supervision of water treatment responsibilities, duties, and testing.

## **VII. HOLIDAYS and AUTHORIZED LEAVE**

- A) The EMPLOYEE shall be entitled to the following paid holidays, separate from vacation time:

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

- B) Sick Leave Accumulation

- 1) The employee will be given fifteen (15) sick days per year. The assignment of sick days shall be effective on July 1<sup>st</sup> of each new school year.
- 2) The EMPLOYEE will be entitled to accumulate a combined total of two-hundred (200) transferred and accrued sick days. Sick leave beyond two-hundred (200) days will be accrued as outlined subsequently in Item 3).
- 3) Up to an additional one-hundred (100) sick leave days can be accrued for the purpose of expanding the retirement incentive as outlined in Section IX. Days beyond three-hundred (300) shall be returned to the DISTRICT.
- 4) 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.
- 5) 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 as per the provisions outlined in Section VII. B) 2), above.

D) Vacation Leave

- 1) Number of leave days - the EMPLOYEE shall, subject to the prior approval of the SUPERVISOR, annually be given paid vacation days pursuant to the following schedule:
  - a) One (1) year through fifteen (15) years – fifteen (15) days; and
  - b) Beginning of the sixteenth (16<sup>th</sup>) year and beyond. – twenty (20) days.
- 2) Unused vacation leave, up to five (5) days, can be "carried over" into the next school year.
- 3) As an alternative to VII. D) 2), above, the EMPLOYEE shall be authorized to receive compensation for up to five (5) of the unused vacation days at a per diem rate for the effective fiscal year.
  - a) The per diem rate will be calculated at 1/240<sup>th</sup> of the EMPLOYEE'S salary per day.
  - b) Payment for unused vacation days will be made following the completion of a voucher request at the end of the fiscal year. Funds will be appropriated from the subsequent year's budget.
- 4) Unused vacation days are not cumulative beyond the maximum of five (5) that can be "carried over" into a new school year. Similar to unused personal days as per Section VII. C) 2) above, unused vacation days shall be accumulated as sick leave days as per the provisions outlined in Section VII. B) 3), above

E) 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. PHYSICAL, PHYSICIAN'S CERTIFICATE & HEALTH / DENTAL INSURANCE**

A) Physical

- 1) The DISTRICT requires that the EMPLOYEE be given an annual physical by the district's physician.
- 2) The cost of the physical will be paid by the DISTRICT.
- 3) The EMPLOYEE agrees to release the report of the physical evaluation to the DISTRICT.
- 4) The EMPLOYEE understands that continued employment will be dependent upon his/her viable physical condition. Said condition must satisfy the conditions / regulations / requirement established by the New York State Department of Transportation for acceptable physical condition relative to transporting Pre-K-12 students to and from school.

B) 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.

C) The DISTRICT agrees to participate in shared funding with the EMPLOYEE in either of the CASEBP or CDPHP Health Insurance Plans. 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 - 95% payment by the DISTRICT
    2. Family Plan - 90% 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 - 95% payment by the DISTRICT
  - 2. Family Plan - 90% payment by the DISTRICT
- 2) In any year of employment, should the EMPLOYEE elect to avoid using either of the preceding insurance options, (s)he shall be compensated, prorated, as follows:
  - \$2,500.00 for Health Insurance.
  - \$400.00 for Dental Insurance.

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

## **IX. RETIREMENT**

- A) Retirement Incentive
  - 1) In the event the EMPLOYEE'S employment is terminated for any reason, or the EMPLOYEE resigns for any reason, the EMPLOYEE shall not receive any liquidation payment for accrued sick leave.
  - 2) If the EMPLOYEE has been employed in the DISTRICT for at least ten (10) years, and is retiring from the DISTRICT under the provisions of the New York State Teachers or Employees Retirement Systems in the first three (3) years of eligibility without penalty, (s)he will receive a retirement incentive based on the following formula:
    - a) Base incentive of \$6,000
    - b) An additional \$60.00 per day for each accrued and unused sick day up to three-hundred (300) days
    - c) This retirement incentive shall be paid to the eligible EMPLOYEE in a lump sum in the first payroll of the following fiscal year.
- B) Health Insurance Benefits at Retirement
  - 1) The EMPLOYEE shall be eligible for health insurance benefits at retirement after (s)he has completed ten (10) years of employment with the DISTRICT and retires from the DISTRICT.
  - 2) Upon retirement, the DISTRICT will:
    - a) Contribute seventy-five percent (75%) of the individual health insurance premium for the EMPLOYEE and fifty percent (50%) of the individual health insurance premium for the EMPLOYEE'S spouse and
    - b) Assume payment(s) for Medicare for the EMPLOYEE and his/her spouse once each reaches age sixty-five (65).
    - c) After the EMPLOYEE has been employed by the district for the minimum ten (10) years, for each full year of employment thereafter, up to ten (10) years, the EMPLOYEE shall receive an additional one percent (1%) coverage in post-retirement health insurance premiums. The added coverage shall be applied only to the EMPLOYEE'S personal coverage.
  - 3) If the EMPLOYEE participating in the plan predeceases his/her spouse, then the DISTRICT shall continue to pay the spouse's individual premium.

## **X. EVALUATION**

- A) Annual Summative Evaluation – Minimally the EMPLOYEE will be evaluated annually in a summative format.
- B) Supplemental Evaluations – As warranted, interim or supplemental evaluations will be provided.

## **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.

BY THE EMPLOYEE:

\_\_\_\_\_ /\_\_\_\_\_/\_\_\_\_\_  
Paul Moller Date

BY THE DISTRICT:

\_\_\_\_\_ /\_\_\_\_\_/\_\_\_\_\_  
Eric C. Whipple, Superintendent Date

## Appendix #1a

### Charlotte Valley Central School Job Description

#### DIRECTOR OF FACILITIES II

DISTINGUISHING FEATURES OF THE CLASS: Director of Facilities II is responsible for planning, organizing, and directing the operation, maintenance and repair activities of a School District's facilities Department. The work is performed according to established policies and procedures and in accordance with applicable State, local, and federal laws, rules and regulations which apply to school district facility operations and maintenance. Although certain activities are performed in the office, the incumbent of this position will, on occasion, be required to perform maintenance and repair related tasks and activities, which may be performed indoors or outdoors under adverse working conditions. This position differs from Director of Facilities I in that the incumbent has a greater scope of responsibility, and is typically responsible for the supervision of more than one unit. Supervision is exercised over subordinate supervisors and staff, which may include employees of the transportation department or those responsible for building safety and security. This position differs from Director of Facilities III in that this position is less administrative in nature. The work is performed under general supervision of a School District Administrator, which may include the Superintendent, with leeway allowed for the exercise of independent judgement in carrying out details of the work. Does related work as required.

TYPICAL WORK ACTIVITIES: Schedules inspections and completes reports for federal, state and local regulatory agencies to ensure compliance with codes, rules and regulations; Supervises staff responsible for daily preventative maintenance and custodial activities, which may include replacing locks, painting, carpeting/floor tile/window/drywall replacement and/or repair; Manages, develops and schedules a preventative maintenance program designed to retain buildings, grounds and equipment in a safe operating condition; Inspects and oversees painting, carpentry, plumbing, electrical, and other mechanical maintenance and construction work performed by private contractors, custodial, or maintenance employees to ensure work is in compliance with contract specifications, as well as, applicable codes and regulations; Supervises the in-service training of custodial, maintenance and if applicable, transportation employees; Discuss capital projects, maintenance, repair and operational needs with school administrator(s); Reviews the School District's expenditures from the prior year and assists the administration with the budget process by forecasting and planning for the upcoming budget; Monitors expenses to ensure budgetary limits established by the School Board are not exceeded; Recommends purchase of materials and supplies and develops and directs the maintenance of the inventory control system; Reviews decisions made by lower-level supervisors regarding work schedules, vacation requests, personal and sick leave requests to ensure compliance with District policies and procedures; Maintains records and prepares reports related to operations and the work performed and schedules repairs when necessary; Recommends staffing to administrators and is also responsible for interviewing, hiring, evaluating and disciplining departmental personnel; Manages, and when necessary, performs preventive maintenance and repairs on equipment, including plumbing, HVAC and electrical systems; Troubleshoots problems with equipment, including HVAC and electrical systems and may contact contractor to perform repairs when a non-routine issue is identified; Oversees or performs inspections on and tests security systems, safety lighting, fire extinguishers, fire alarm systems, doors, and eyewash stations to ensure proper operation and compliance with

applicable codes and regulations; Ensures removal of snow and ice from sidewalks and roadways; Responds to inquiries from employees, school district administrators and the public regarding school district buildings and grounds activities; Swimming pool maintenance, if applicable, is limited to maintaining pools cleanliness and the addition of chemicals to ensure safe swimming environment for student/public; May work with construction managers, architects and/or engineers to develop, implement and complete capital improvement projects and other long-term plans; May use a variety of tools and operates a variety of motor and other equipment related to building and grounds maintenance and repair including snow blowers, lawn mowers, tractors, plow trucks, pick-up trucks, hedge trimmers, chainsaws, drills, reciprocating saws, screwdrivers, wrenches, pliers, hammers and plungers; May be responsible for operating motor equipment related to the work.

FULL PERFORMANCE, KNOWLEDGE, SKILLS, ABILITIES, AND PERSONAL

CHARACTERISTICS: Good knowledge of applicable codes, laws, rules and regulations governing school buildings and grounds administration; Good knowledge of buildings and grounds maintenance and repair work; Good knowledge of principles and practices of administrative supervision; Good knowledge of budgeting; Ability to organize, prepare and maintain accurate records and files; Ability to effectively, efficiently and safely use tools and operate equipment related to building and grounds maintenance and repair; Ability to inspect the work of building trades-persons and contractors to ensure compliance with contract specifications, as well as, applicable codes and regulations; Ability to prepare budgets, operating reports and a variety of other reports relative to program activities; Ability to understand and follow written and verbal instructions; Ability to communicate effectively both orally and in writing; Mechanical Aptitude; and Willingness to work under adverse weather conditions.

MINIMUM QUALIFICATIONS: Graduation from high School or possession of a high school equivalency diploma and one of the following.

- A) A Bachelor's or higher-level degree in School Facilities Management, Engineering, Construction Management or Architecture and two years of experience in school facilities maintenance, general building construction, building maintenance or repair work, or construction management, one year of which must have been at a supervisory\* level; or b) Associates degree in facilities management, engineering, engineering technology, building construction technology or a related field and five (5) years of experience in either general building construction or maintenance work in one or more of the skilled trades, such as carpentry, plumbing, or electrical, and three (3) years of supervisory experience; or
- B) An Associate's or higher-level degree in School Facilities Management, Engineering, Engineering Technology, Building Construction Technology or Architectural Technology and four years of experience in school facilities maintenance, general building construction, building maintenance or repair work, or construction management, one year of which must have been a supervisory\* level; or
- C) Six years of experience in school facilities maintenance, general building construction, building maintenance or repair work, or construction management, one year of which must have been at a supervisory\* level.
- D) An equivalent combination of education and experience as defined in (A), (B) and (C) above.

Non-Qualifying Experience: Experience limited to building cleaning is not qualifying. Building cleaning is defined as active primarily involving a variety of inside and outside building cleaning activities including, but not limited to, washing walls and windows, polishing floors, cleaning restrooms, disposing of refuse.



A degree in landscape architecture shall not be qualifying.

\*Employee supervision is defined as responsible direction and control of subordinate employees.

This involves a responsibility for planning for individuals in a work group and includes but is not limited to, assigning and reviewing work, evaluating performance, maintaining work standards, motivating and developing subordinate employees, implementing procedural changes, increasing efficiency and dealing with problems of absenteeism, morale and discipline. The supervision aspects must be an integral part of the job, not incidental or occasional. Project Management experience which did not include the minimum amount of experience in employee supervision is not qualifying. Construction Management: includes management of a building construction project from inception to completion including cost estimating, construction planning/scheduling and construction inspection to ensure compliance with building codes.

SPECIAL REQUIREMENT: Possession of a valid New York State driver's license and certificates appropriate to the vehicles, equipment and/or machinery operated at time of appointment or during the course of employment consistent with the needs of the School District.

NOTE: Verifiable part-time experience may be prorated toward meeting full-time experience requirements.

SPECIAL REQUIREMENT FOR APPOINTMENT IN SCHOOL DISTRICTS: In accordance with the Safe Schools Against Violence in Education (SAVE) legislation, Chapter 180 of the Laws of 2000, and by the Regulations of the Commissioner of Education, candidates for appointment in school districts must obtain clearance for employment from the State Education Department prior to employment based upon a fingerprint and criminal history background check.