

# 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 **Ms. Jennifer H. Plante**. 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."
- Jennifer H. Plante 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 Management Confidential Secretary.

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

- BEGINNING OF THE CONTRACT**  
The beginning date for the EMPLOYEE'S contract will be July 01, 2022.
- END OF THE CONTRACT**  
The effective period of this contract shall continue through June 30, 2023.
- 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 addressing all responsibilities inherent in the position of Management Confidential Secretary 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) 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) 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.
- 3) Following severance or retirement from employment with the DISTRICT, the EMPLOYEE will not use proprietary information, training, certifications, licenses or skills in any manner that will compete with any DISTRICT interests, activities, contracts, agreements or other concerns. The limits on this post-severance/retirement provision shall be as follows:
  - a) Temporal - two (2) years or
  - b) Geographic – one hundred (100) miles

E) Education Incentive – The EMPLOYEE shall be permitted to receive compensation, 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) Credit compensation shall be as follows:
  - a) Undergraduate courses: A one-time payment of 10% of the cost of course.
  - b) Graduate courses: A one-time payment of 20% of the cost of course.

**VI. COMPENSATION**

The EMPLOYEE'S salary for the period 07/01/2022 through 6/30/2023 shall be as follows:

- A) Effective July 1, 2022 through June 30, 2023, the EMPLOYEE'S 12-month full time salary for the 2022-2023, academic year shall be \$45,556.00. Any future annual full time 12-month salary will not be less than the salary set forth in this 2022-2023 contract.

**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) For the 2012-2013, academic year and beyond, 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 total of three hundred (300) accrued sick days.
- 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 (prorated to the nearest half day) 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.

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 to five (5) years – ten days;
  - b. Beginning of the sixth (6<sup>th</sup>) year – fifteen (15) days;
  - c. Beginning of the sixteenth (15<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) Unused vacation days are not cumulative beyond the maximum of five (5) that can be "carried over" into a new school year.

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.

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) The DISTRICT waives the requirement that the EMPLOYEE be given an initial physical by a competent physician.

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:
    - a) \$2,000 for Health Insurance.
    - b) \$200 for Dental Insurance.
    - c) Changes in the in the health insurance option can only be made during the "open enrollment" period during the month of September of each year, as applicable.
- D) The DISTRICT shall reserve the right to change health plans.

## **IX. RETIREMENT**

- a) Retirement Benefit
  1. In the event the EMPLOYEE'S employment is terminated for any reason, the EMPLOYEE shall not receive any liquidation payment for accrued sick leave.
  2. If the EMPLOYEE has been employed by 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, (s)he will receive a retirement incentive based on the following formula:
    - a. \$60.00 per day will be paid for each accrued and unused sick day up to three hundred (300) days at retirement or separation from the District.
    - b. The employee will be paid \$6,000 at retirement from the District after 15 years of service to the District.
    - 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 in 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.
  2. Upon retirement, the DISTRICT will:
    - a) Contribute 50% of an individual health insurance premium for the EMPLOYEE, or
    - b) Contribute 35% of the family premium. Family in retirement shall be defined as either two individual policies or a family policy and each shall be paid by the DISTRICT at 35%.

## **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.



## **Appendix #1**

### **Charlotte Valley Central School Job Description**

#### **MANAGEMENT CONFIDENTIAL SECRETARY (CIVIL SERVICE SENIOR TYPIST)**

##### **DISTINGUISHING FEATURES OF THE CLASS:**

The work involves responsibility for performing moderately difficult clerical and typing duties requiring a general understanding of specific law, office rules, procedures and policies. The work is performed under general supervision with leeway allowed for the use of independent judgment in carrying out the details of the work. Supervision may be exercised over the work of subordinates. Does related work as required.

##### **TYPICAL WORK ACTIVITIES (Illustrative Only):**

Acts as secretary to an official in cases where assignments call for the use of judgment and experience in making decisions in accordance with established policies and procedures; Assigns work, reviews and records work done, and instructs new employees in specialized clerical and typing work of a unit; Working from rough draft or from data personally developed, types accounting and financial statements, payrolls, statistical tabulations and data, form letters, memoranda, vouchers, reports, requisitions, and other materials; Reviews accounts, reports and other documents for completeness, accuracy and conformity with established procedures; Conducts routine correspondence on matters where policies and procedures are well defined; Supervises and participates in the typing, issuing and recording of applications, licenses permits; Has charge of the typing of records and reports and reviews for clerical accuracy and completeness; Is responsible for the maintenance of personnel records and preparation and typing of payrolls; Answers telephone and gives out routine information or relieves at switchboard; Operates various office equipment including a personal computer.

##### **FULL PERFORMANCE, KNOWLEDGE, SKILLS, ABILITIES, AND PERSONAL CHARACTERISTICS:**

Good knowledge of office terminology, procedures and equipment; Good knowledge of business arithmetic and English; Ability to type accurately at a satisfactory rate of speed; Ability to understand and carry out oral and written directions; Ability to get along well with others; Ability to write legibly; Clerical aptitude; Mental alertness; Neatness; Accuracy; Tact and courtesy, Sound judgment; Physical conditions commensurate with the demands of the position.

##### **MINIMUM QUALIFICATIONS:**

Associates Degree in Business or related field or equivalent experience