

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 (“the District”) and **Christine Davis** (“the Principal”). On behalf of the Board of Education, the Superintendent will administer the terms and conditions of this agreement.

WITNESSETH:

WHEREAS, the Board has offered the Principal the 12-month position of PreK – 12 building principal of the Charlotte Valley Central School District upon the terms and conditions of employment as set forth herein; and

WHEREAS, the Principal has agreed to accept such employment in accordance with the terms and conditions of employment as set forth herein; and

WHEREAS, the parties have mutually agreed upon the following terms and conditions of the Principal’s employment with the District;

NOW, THEREFORE, in consideration of the agreements hereinafter set forth, and other good and valuable consideration, the parties agree as follows:

1. Offer of Employment

The Board, in accordance with a resolution duly moved, seconded and adopted at a meeting held on, August 18, 2022 hereby offers to employ the Principal as the Pre K – 12 building principal of the Charlotte Valley Central School District upon the terms and conditions of employment set forth in this Agreement.

2. Acceptance by the Principal

The Principal hereby accepts said offer of employment and agrees to perform to the best of her ability, the duties specified in this Agreement.

3. Term of Employment

The Principal has been appointed to a four year probationary position beginning August 22, 2022 and ending August 21, 2026. The Principal will be notified by the Board 30 days prior to the end her probationary appointment of their intention to either grant or deny tenure.

The Pre-K – 12 building principal of the Charlotte Valley School District is a 12-month position.

4. **Principal’s Duties and Responsibilities**

The Principal shall be the Pre K – 12 Building Principal of the District and shall perform the duties of the Pre k – 12 principal for the District in accordance with the laws of the State of New York, the Rules of the Board of Regents, the Regulations of the Commissioner of Education, and the Rules, Regulations and By-Laws of the Board of Education. The Superintendent or Board may, from time to time, prescribe additional duties and responsibilities for the Principal, which duties shall be consistent with those normally associated with the position of Pre K – 12 building principal in the State of New York.

5. **Certification**

The Principal certifies that she possesses a valid certificate to act as Principal in the State of New York during the term of employment with the District.

6. **Compensation**

(a) The Principal’s annual salary for the period from July 1, 2023 to June 30, 2024 shall be eighty-seven thousand, nine hundred seventy-five dollars (\$87,975). This salary shall be prorated based upon 1st day of employment with the district. Such salary shall be paid in equal installments in accordance with the rules of the Board governing salary payment to district administrators. For each succeeding year of this Agreement, the Principal’s salary shall be established by the Board of Education prior to June 30th but shall not be reduced below the prior year’s salary.

Any increase in the Principal’s salary shall be in the form of an amendment to this Agreement; such increase in salary shall not be considered to constitute a new Agreement between the Board and the Superintendent unless expressly so noted in writing and signed by both parties hereto.

(b) The Principal will, in addition to her base salary, be paid \$5,000 stipend for her duties as Summer School Principal.

7. **Insurance**

The Board will pay 85% of the cost of the Principal's health insurance, including family coverage. In addition, the Board will pay 85% of the cost of the Principal's cost for the dental program currently offered to other District employees, including family coverage. Should the Principal elect to avoid using either the health or dental insurance options of the District, she shall be compensated, prorated, as follows:

- (a). \$2,500.00 for Health Insurance
- (b). \$250.00 for Dental Insurance.

8. **Full Time Employment**

(a). The Principal shall devote her full time skill, labor and attention to the discharge of her duties as Pre-K building principal during the term of this Agreement. She may, however, upon notice to the Superintendent, undertake speaking engagements, writing, lecturing, or other professional duties, obligations and activities, so long as such activities do not interfere with the full and faithful discharge of the Principal's duties or written responsibilities as specified herein.

(b). The Principal shall positively and productively engage in leadership coaching and/or professional develop opportunities when provided and offered by the district.

9. **Tuition**

The children, natural, step or adoptive, of the Principal shall be permitted to enroll as students of the Charlotte Valley School District without payment of tuition.

10. **Vacations**

(a) The Principal shall be entitled to twenty (20) vacation days.

Unused vacation days will not be carried over to the following year, nor will they be paid to the Principal at the end of the school year. Approval for all leave time must be granted through the Superintendent.

(b) The Principal shall be entitled to the following paid holidays: Independence Day, Labor Day, Columbus Day, Veterans Day, Thanksgiving Day, Day after

Thanksgiving, Christmas Day, Christmas Eve Day, New Year's Eve Day, New Year's Day, Martin Luther King, Jr. Day, and Memorial Day, President's Day and Good Friday, Juneteenth.

11. **Leave Allowances**

- (a) The Principal shall also be credited with 15 sick days each year on July 1. Unused sick days may be accumulated up to a maximum of 150 sick days. Upon retirement, the Principal shall be permitted to convert up to 150 accrued sick days at the rate of 1/240th of her per diem.
- (b) The Principal shall receive three (3) personal leave days, each year. Unused personal days will convert to sick days if not used by June 30th of the year.
- (c) The Principal shall be entitled to up to five (5) days bereavement leave per year for any death in her immediate family. Immediate family shall include spouse, children, parents, brothers, sisters and the spouses of any of the above.

12. **Performance Evaluation**

The Superintendent shall, by no later than June 15th of each year of the Principal's employment meet to discuss the evaluation of his job performance. The evaluation shall be based on performance criteria agreed upon by the Board of Education and the Superintendent and shall be consistent with the criteria mandated by education law 3012d. The Superintendent shall reduce the evaluation to writing by no later than June 30th of each year. The Principal shall be provided with a copy of the written evaluation, signed by the Superintendent. The performance evaluation prepared pursuant to this paragraph shall be confidential and shall be kept so except as disclosure is required under state and federal law.

13. **Transportation Expense**

A school vehicle shall be provided for use by the Principal when available for school related travel. When a school vehicle is unavailable, mileage reimbursement for necessary travel will be made at the rate established by the Internal Revenue Service mileage reimbursement guidelines.

14. **Professional Liability**

The Board of Education agrees that it shall defend, hold harmless, and indemnify the Principal from any and all demands, claims, suits, actions and legal proceedings brought against the Principal in her individual capacity, or in official capacity as agent and employee of the school district, provided the incident arose while the Principal was acting in good faith and within the scope of his employment and provided further that such indemnification is within the authority of the school board to provide under state law, except for fines or punitive damages, and except that, in no case, will individual Board members or the Superintendent be considered personally liable for indemnifying the Principal against such demands, claims, suits, actions and legal proceedings.

15. **Termination**

The principal may terminate this Agreement by giving the Superintendent at least 60 days' written notice prior to the effective date of such termination. The District's right to layoff and discipline the employee shall be governed by Education law and regulations. This agreement is not intended to increase or diminish such rights as granted by law.

16. **Accrued Benefits**

In the event the Principal shall die while in the service of the District, payment for any accrued benefits, such as, but not limited to, unpaid vacation days, shall be paid to the Principal's estate.

17. **Governing Law**

This Agreement has been entered into under and shall be governed in accordance with the laws of the State of New York.

IN WITNESS WHEREOF, the parties hereto have set their hands and seals the ___th day of June 2023.

**BOARD OF EDUCATION OF THE
CHARLOTTE VALLEY
CENTRAL SCHOOL DISTRICT**

**PreK -12 Building Principal
Charlotte Valley Central School**

By: _____

By: _____