

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 **Mr. Mica Thorsland**. 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."
- Mica Thorsland 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 School Lunch Manager.

II. STARTING DATE and/or DURATION of the CONTRACT

A) BEGINNING OF THE CONTRACT

The starting date for the EMPLOYEE'S contract will be July 1, 2022.

B) END OF THE CONTRACT

The effective period of this contract shall continue through June 30, 2023.

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) 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 cooking and serving 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) 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.

E) 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 1st and/or January 1st. 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

- A) Effective July 1, 2022, the EMPLOYEE'S 10-month salary for the 2022-2023, academic year shall be \$53,872.00.
- B) COMPENSATION FOR SUMMER EMPLOYMENT - Effective July 1, 2020, and each summer thereafter, the EMPLOYEE's salary will be set at an hourly rate for the current fiscal year based on a 37 & ½ hour week.

VII. HOLIDAYS and AUTHORIZED LEAVE

A) The EMPLOYEE shall be entitled to follow a school calendar. Exceptions to this shall be for the purpose of making provisions for breakfast and lunch following a long vacation. 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) With appropriate documentation, the DISTRICT will allow the EMPLOYEE to transfer up to sixty (60) days of sick leave from his/her former school DISTRICT(s) or place(s) of employment.
- 2) For the 2020-2021, 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 1st of each new school year.
- 3) 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 4).
- 4) 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.
- 5) 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.
- 6) 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) 3), above.

D) Vacation Leave

The EMPLOYEE will be permitted to use standard school vacation time except as outlined in Section VII. A), 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 Health for acceptable physical condition relative to preparing, or supervising the in-district preparation of food.
- 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 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 - 90% payment by the DISTRICT
 2. Family Plan - 88% 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 - 85% payment by the DISTRICT
 2. Family Plan - 85% 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:
 - \$2,000.00 for Health Insurance.
 - \$200.00 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.
- 2) Upon retirement, the DISTRICT will:
 - a) Contribute fifty percent (50%) of the individual health insurance premium for the EMPLOYEE and thirty-five percent (35%) 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.

SO AGREED, this ____ Day of June, 2022.

BY THE EMPLOYEE:

_____ /_____/_____
Mica Thorsland, Cafeteria Manager Date

BY THE DISTRICT:

_____ /_____/_____
James Harter, Superintendent Date

Appendix #1

Charlotte Valley Central School Job Description

School Lunch Manager

DISTINGUISHING FEATURES OF THE CLASS: This is an important supervisory position involving responsibility for efficiently and economically providing nutritious lunches for school children by managing a school lunch program. Depending upon the size of the school lunch program, work may be performed under the direction of a school district administrator or other administrative person. Direct supervision is exercised over the work of other school lunch program personnel. Does related work as required.

TYPICAL WORK ACTIVITIES: (Illustrative Only) Plans and supervises the preparation and service of lunches; Plans menus or recommends changes in master menus with due regard for nutritional values, acceptability and budgetary limitations; Determines requirements and submits requisitions for foods, supplies, and equipment; Prepares layouts and makes recommendations for maintenance of and additions to equipment and plant; Maintains approved standards of sanitation, health and safety; Supervises and trains school lunch personnel, makes staff assignments and evaluates work performance; Assists in the selection of school lunch personnel; Receives, inspects, stores and distributes supplies and maintains inventories and related records; Supervises the collection of and accounting for cash receipts; Makes reports relating to school lunch program activities; Provides information to school staff, students and community agencies which will promote increased interest in the program.

FULL PERFORMANCE KNOWLEDGE, SKILLS, ABILITIES AND PERSONAL CHARACTERISTICS: Good knowledge of the fundamentals of nutrition and their application to the health of children; Good knowledge of all phases of the school lunch program; Good knowledge of the principles and practices of large quantity food preparation, menu planning, purchasing, equipment selection and care, sanitary food handling and storage; Ability to plan and supervise the work of others; Ability to train personnel; Ability to keep records and prepare reports; Ability to maintain good personal relations with children and adults; Ability to understand and carry out oral and written directions; Initiative; Neat personal appearance; Tact and good judgment; Courtesy; Resourcefulness; Physical condition commensurate with the demands of the position.

MINIMUM QUALIFICATIONS: Graduation from high school or possession of a high school equivalency diploma recognized by the NYS Department of Education; AND A. Graduation from a regionally accredited or New York State registered four year college with a Bachelor's Degree in Hotel or Restaurant Management, Food Service Administration, Dietetics, Nutrition or related field and one year of experience in institution management, hotel administration or restaurant management involving large quantity food service which shall involve supervision of subordinates; OR B. Graduation from a regionally accredited or New York State registered two year college with an Associates Degree in Hotel or Restaurant Management, Food Service Administration, Dietetics, Nutrition or related field and three years of full time experience or its part time equivalent in large scale food preparation which includes one year of relevant

experience in school nutrition programs which shall involve supervision of subordinates ; OR C. Five years of full time experience or its part time equivalent in large scale food preparation which includes three years of relevant experience in school nutrition programs which shall involve supervision of subordinates; OR D. An equivalent combination of training and experience as indicated in A, B or C above. NOTE: At least 8 hours of food safety training is required with not more than 5 years prior to appointment date of completed 30 days after.