

**TERMS AND CONDITIONS
OF EMPLOYMENT
FOR THE SCHOOL BUSINESS MANAGER OF
THE MECHANICVILLE CITY SCHOOL DISTRICT
JODI A. BIRCH**

This is a confirmation of the terms and conditions of employment of Jodi A. Birch (“Ms. Birch”) in regard to her employment with the Mechanicville City School District for the period of July 1, 2020 through June 30, 2025. Provided she remains in the employ of the District, the terms and conditions shall remain in effect until and unless they are revised or modified, in writing, by the parties.

At the meeting of the Board of Education of the Mechanicville City School District held on June 6, 2019, Ms. Birch was appointed to the position of School Business Manager, effective July 1, 2019. The term of employment of Ms. Birch is controlled by and subject to the New York State Civil Service Law and is not established by this Agreement or the District's resolution. No rights as to term of employment are conferred by this Agreement except those conferred by statute. In the event of termination, this agreement shall be null and void.

1. Compensation: Ms. Birch’s salary for the duration of this contract is listed below: 2020-2021 is \$115,260; 2021-2022 is \$117,565; 2022-2023 is \$119,917; 2023-2024 is \$123,514; 2024-2025 is \$127,219

2. Health Insurance: Ms. Birch shall be entitled to participate in the District sponsored health insurance plan. The District shall pay 88.5% of the cost of the premium and Ms. Birch shall pay the remaining 11.5% of the cost. Ms. Birch may choose from an individual, two-person, or family coverage under the health insurance plans offered to other employees of the District, with prescription drug coverage.

If Ms. Birch chooses to enroll in the HRA Plan during the 2020-2021 and 2021-2022 school years, the District will pay 95% of such coverage for the individual, two-person or family plan, and Ms. Birch will pay 5% of such coverage. Starting June 30, 2022, the health insurance premium contributions for the HRA Plan will be changed so that the District will pay 93% of such coverage for the individual, two-person or family plan, and Ms. Birch will pay 7% of such coverage.

3. Dental Insurance: Ms. Birch shall be entitled to participate in the District sponsored dental insurance plan. The District shall pay 87% of the cost of the premium and Ms. Birch shall pay the remaining 13% of the cost. Ms. Birch may choose from an individual, two-person, or family coverage under the dental insurance plans offered to other employees of the District.

4. Disability Insurance: Ms. Birch shall be entitled to receive a disability insurance policy from the District. The District shall pay 100% of the cost of such insurance policy.

5. Work Year: Ms. Birch's work year shall be twelve (12) months, less any vacation and holidays as provided herein.

6. Vacation and Holidays: Ms. Birch is entitled to twenty (20) days of paid vacation, credited on July 1 of each school year, in addition to the following legal holidays: Independence Day, Labor Day, Columbus Day, Veterans Day, Thanksgiving Day and the day after, Christmas Day, Christmas Eve and the day after Christmas, New Year's Day, Martin Luther King Day, President's Day, Good Friday, and Memorial Day. Beginning July 1, 2020, Ms. Birch shall be entitled to receive an additional day of vacation per each year of service with the District, up to a maximum of 5 additional days. With the approval of the Superintendent, five (5) unused vacation days may be carried over for use as vacation leave during the next school year. Any days carried over must be used in the next school year or they will be lost. Ms. Birch shall be compensated at 1/240th of Ms. Birch's salary at the time of termination of employment with the District, for any unused vacation leave. For any year that Ms. Birch does not service for the full school year, her vacation shall be pro-rated (i.e., 1.66 days per month). The Superintendent must approve vacation days to be taken, in advance of such vacation leave.

7. Sick Leave: Upon the commencement of her employment, Ms. Birch shall be credited with thirty-eight (38) sick leave days. Effective July 1, 2020 and each July 1 thereafter, Ms. Birch shall receive an additional eighteen (18) sick leave days. Unused sick leave days will accumulate up to 125 days. Ms. Birch shall be entitled to use five (5) days of sick leave per year for the purpose of illness in her "immediate family", which shall be defined to include spouse, child, parent, grandparent, grandchild or sibling. Ms. Birch shall not be entitled to compensation for unused sick leave at the termination of her employment with the District. The use of more than five (5) consecutive sick days shall require written verification from Ms. Birch's physician.

8. Personal Leave: Ms. Birch shall also be entitled to five (5) personal days per school year. Any personal leave which remains unused as of June 30th of each school year shall be credited toward Ms. Birch's accumulated sick leave. Personal leave may not be used to extend vacation time or holiday time, unless approved by the Superintendent. Ms. Birch shall not be entitled to be compensated for unused personal leave at the time of her termination of employment with the District.

9. Bereavement Leave: Ms. Birch shall also be entitled to up to five (5) days of paid leave due to a death in her immediate family. "Immediate family" is defined as spouse, children, grandchildren, children-in-law, parents, parents-in-law, siblings, siblings-in-law or any member of the family who resides permanently with Ms. Birch. Bereavement leave shall not accumulate.

10. Certifications: Ms. Birch shall maintain all of the appropriate/required classifications/certifications to act as the School Business Manager for the School District.

11. Jury Duty: If Ms. Birch is required to perform jury duty she shall receive her full pay from the District and she shall waive the fees for jury duty service.

12. Professional Development: The District's Board of Education shall set aside money to cover the cost of Ms. Birch's professional memberships and attendance at meetings and conferences of professional organizations, as approved by the Superintendent. Attendance at meetings or conferences will not be charged against Ms. Birch's leave. As approved by the Superintendent, the District will reimburse Ms. Birch for the cost of registration and/or attendance in professional development events related to her duties and responsibilities as the School Business Manager for the District.

13. Mileage: If Ms. Birch uses her own personal vehicle for school business, she will be paid for her mileage at the established IRS rate.

14. Snow Days: Ms. Birch will report to work on all days that school is closed for snow or other emergency unless the conditions have been determined to be too dangerous for travel by local or state authorities. Ms. Birch must notify the Superintendent if she cannot report to work.

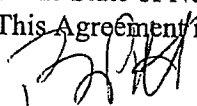
15. Resignation: Ms. Birch may at her option, resign from her employment with the District upon giving written notice of such resignation to the President of the Board at least ninety (90) days in advance of the effective date of such resignation. Upon receipt of such notice, the Board may, at its option, advance the effective date of such resignation to any date up to the date of receipt thereof, and this Agreement shall terminate and become null and void as of the ultimate effective date of such resignation as determined by this paragraph. Ms. Birch shall be obligated, in any event, to fully perform her duties up to the effective date of such resignation, and to cooperate with the Board in the hiring of her successor and the familiarization of such successor with the files, other records and the performance of the duties of the School Business Manager's office.

Retirement:

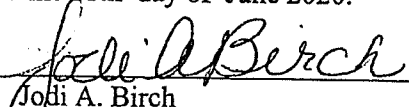
16. Insurance - Upon Ms. Birch retiring from the District, within the terms of this contract, she will be eligible for the same health, dental and vision coverage and at the same rate as provided during active service: The district will pay 88.5% for Individual Plan and 35% for Two person and Family Plan or if upon retirement Ms. Birch is enrolled in the HRA Plan, the District will continue to pay 93% of such coverage for the individual, two-person or family plan, and Ms. Birch will pay 7% of such coverage. This is inclusive of any applicable Medicare Plan. Ms. Birch must have ten (10) years of service with the District in order to be eligible for health insurance coverage when retired.

17. This Agreement shall be interpreted in accordance with the provisions of the laws of the State of New York.

This Agreement is made and entered into on this 11th day of June 2020.



Bruce Potter, Superintendent
Mechanicville City School District



Jodi A. Birch
School Business Manager

