TERMS AND CONDITIONS OF EMPLOYMENT FOR

DIRECTOR OF CHILD NUTRITION SERVICES

1. **Work Year/Work Day -** The work year for the Employee shall be twelve (12) months. The work day shall be seven (7) hours, excluding a 30-minute lunch. The start time of the work day shall be directed by the Supervisor.

2. **Salary -** Salary shall be paid in equal installments in accordance with the rules of the Board governing payment of the professional staff members of the District. Subsequent increases to the salary shall be approved annually by resolution of the Board of Education, effective July 1st of each year.

3. **Longevity -** Longevity of $2,000 will be paid in the fifth (5) year of service as a full-time employee in the district. In addition, longevity of $2,750 will be paid in the tenth (10) year, and $2,250 will be paid in the fifteenth (15) year of service as a full-time employee in the district. Longevity shall be cumulative.

4.

A. **Holidays and School Recesses -** The Employee shall be entitled to all regularly scheduled District Holidays noted in the Holiday Schedule sent by the Superintendent to all 12-month employees, along with paid leave on all days on which teachers are not expected to report to work and school is not in session.

B. **Emergency Closure Days -** The Employee shall not be required to report to or remain at work on days when students are not in attendance due to emergencies, such as inclement weather and subsequent school closing. If unused emergency closure days become recess days, the employee shall not be required to report to work.

C. **Vacation** - The Employee shall be entitled to fifteen (15) days of vacation per year and may buy back up to seven (7) vacation days annually at his/her per diem rate. Such days shall be prorated in the event the employee separates from service prior to the conclusion of the year. Payment for these days may be requested by the individual no earlier than June 1st of the school year. The employee may carry over a maximum of fifteen (15) days per year. Vacations may be taken in no more than two (2) week blocks unless longer periods are approved by the Supervisor.

D. **Sick Leave -** The Employee shall be entitled to fifteen (15) days of sick leave each year, of which five (5) days may be used for illness in the immediate family involving a relative living in the household of the employee. The District will give consideration to a request for additional sick leave beyond the time accumulated if the employee's illness requires absence beyond the accumulation. Such days shall be prorated in the event the employee separates from service prior to the conclusion of the year. Unused sick days may be rolled over each year. The employee may accumulate a maximum of 240 sick days.

If the employee retires from the District, she will be compensated for fifty (50%) of accumulated unused sick leave, at their daily rate, provided notice of intent to retire is given by no later than nine (9) months prior to the date of retirement. The unused sick leave shall be paid to a 403(b) non-elective contribution plan and subject to IRS limitations. The Employee must work a

minimum of ten (10) years in the District in order to be eligible for payment at retirement. In the event that the employee dies during her employment with the District, any unused leave accruals or any other payments that would have been paid upon retirement or upon separation of employment pursuant to these Terms and Conditions shall be paid to the employee's estate.

E. **Personal Leave -** The Employee shall be entitled to three (3) days of personal leave per year without the loss of compensation or deduction from accumulated vacation or sick leave credits, subject to the prior approval of the Supervisor. Personal leave shall be defined as leave necessary for the conduct of personal or legal business which cannot be conducted at any other time during the day or week except when the employee is working. Where the request for personal leave does not arise as a result of an emergency, the employee shall give the Supervisor at least three (3) days' notice of such request. Any unused personal leave shall become additional accumulated sick leave, effective at the end of each fiscal year.

F. **Bereavement Leave -** There will be no deduction in pay for five (5) consecutive days of absence because of the death of an immediate family member. (Immediate family shall include the employee's spouse, domestic partner, children, step-children, parents, foster parents, parents-in-law, brothers, sisters, grandparents, and any other person for whose financial or physical care the employee is principally responsible.) In case of extreme need, the Superintendent will grant additional time. The Employee may use one sick leave day annually from existing accruals to attend services for the death of a non-immediate family member or close family friend.

G. **Jury Duty.** The Employee shall be paid their regular salary when on jury duty and shall report to work when on "on call" status.

5. **<u>Insurance Benefits</u>**

A. **Active Employee Health Insurance** –The District shall provide health insurance coverage for the Employee. The employee contribution rate shall be 20%. Notwithstanding the above, family health insurance premium contributions are subject to the application of the District's Spousal and Dependent Eligibility Rule. The District shall reserve the right to substitute insurance carriers.

B. **Retiree Health Insurance** – Upon retirement, the Employee must have ten (10) years of service in the District and retire under the New York State Employees' Retirement System to receive health insurance. The health insurance contribution rate in retirement shall be 10%. Dependents of a deceased retiree may retain coverage under the group plan by making appropriate payment to the District for full premium costs.

C. **Voluntary Buyout** – If the Employee's spouse is not an enrollee of the Health Consortium, the employee may, at their own option, withdraw from the District's health insurance plan, provided the employee is covered by another plan. An employee who voluntarily does not participate in the health insurance plan shall receive a cash payment of $2,250 in 2026-27, $2,500 in 2027-28, and $2,750 in 2028-29.

Notification of the decision to elect this option must be made to the District by the conclusion of the annual "Open Enrollment Period". The payment, in lieu of health insurance, will be made in two installments: the last paycheck in December and no later than the last paycheck in June, following withdrawal from the plan. The Employee may re-enter the plan at any time by notifying the Human Resources Office in writing. Health insurance will become effective at the earliest date after receipt of written notice as permitted under the rules of the health insurance plan. In the case of re-entry, payments made for time withdrawn from the plan will be prorated.

D. **Welfare Plan** – The Employee may participate in the BTA Welfare Fund at the District's expense.

E. The Employee shall be provided life insurance, accidental death & dismemberment insurance, and long-term disability insurance at District expense at the following coverage levels:

- **Flexible benefit plan (IRS Section 125 Plan)** – The Employee may, at their discretion, participate in the District's IRS 125 (Flexible Benefits) Plan.

- **Group Accidental Death and Dismemberment for Active Employees**: Benefit amount of $100,000; reduces at age 70 by 50%.

- **Long-Term Disability Insurance Active Employees**: Benefit is an amount equal to 60% of covered earnings, up to a maximum benefit of $3,500 per month.

- **Group Basic Life Insurance for Active Employees & in retirement**: Benefit amount of $100,000; reduces at age 70 by 50%. (This is in addition to life insurance provided in the BTA Welfare Fund.)

6. **Mileage Reimbursement -** The Employee shall be entitled to reimbursement for all approved travel regarding District business at the current I.R.S. rate.

7. **Evaluation -** The evaluation process will be established in concert with the Supervisor and will be rubric-driven.

8. The Terms and Conditions for the Employee position are effective for the 2026-27, 2027-28, and 2028-29 school years and are subject to change by the Board of Education.