

**TERMS AND CONDITIONS AGREEMENT  
BETWEEN  
AVERILL PARK CENTRAL SCHOOL DISTRICT  
AND  
LAURA MARTIN**

FOR THE PERIOD OF  
JULY 1, 2019- JUNE 30, 2022

**1. QUALIFICATIONS FOR POSITIONS**

1.1 Occupational Therapist: New York State licensed and certified Occupational Therapist. Required license and certifications must be held during the entire period of employment. Loss of any required license or certification during employment is grounds for immediate termination.

**2. ANNUAL APPOINTMENT AND SALARY**

- 2.1 The (ten month) per school calendar annual salary for both positions is \$105,044.00 for the 2019-2020 school year \$108,721.00 for the 2020-2021 school year and \$112,526.00 for the 2021-2022 school year
- 2.2 The hourly rate for summer work for the 2019-20 school year is \$61.60 per hour. For the 2020-2021 school year the rate will be \$63.76 and for the 2021-22 school year the rate will be \$65.99.

**3. ELIGIBILITY FOR CALCULATION OF BENEFITS**

New employees will be granted vacation, personal leave, sick leave and holidays on a pro-rated basis in the first year of employment.

**4. HOLIDAYS**

Ten (10) month therapists receive the following holidays with pay if included in their working year:

Yom Kippur	} If observed by District	New Year's Day
Rosh Hashanah		Martin Luther King Day
Columbus Day		Presidents Day
Veterans' Day		Good Friday
Thanksgiving Day		Memorial Day
Friday after Thanksgiving		
Christmas Day		

**5. RECESS DAYS**

Occupational Therapist staff members will receive recess days according to the school calendar.

**6. LEAVES OF ABSENCE**

**6.1 Personal Days**

Three (3) days, without loss of pay, will be available for personal reasons for the conduct of business or other reasons which cannot be performed outside of normal work hours.

None of the available days may be used immediately prior to or following a holiday recess unless prior approval is given by the Superintendent after submission of personal leave request form.

In the event that the employee wishes to use more than one (1) day consecutively, prior approval of the Superintendent is required.

Unused personal days will accumulate as additional sick leave.

## ***6.2 Sick Leave***

### ***6.2.1 Amount of Sick Leave***

Except for the first year of appointment, therapists shall be entitled to twelve (12) days sick leave for each school year during which they are employed by the school district. The days shall be accrued as of the first official day of said school year. First year therapists to be credited with five (5) days sick leave upon initial employment and will receive one (1) additional day per month worked until a total of twelve (12) days are accrued. A therapist employed on an eleven (11) month or twelve (12) month basis shall be allowed thirteen (13) or fourteen (14) days of sick leave annually, respectively.

### ***6.2.2 Accumulation***

Days of sick leave may be accumulated up to a maximum of two hundred seventy (270) days. Each therapist's sick leave and personal leave prior year use and current balances will be reported by October 15 of each school year. Upon retirement from the district sick day payout will be as follows:

31-150 days of accumulation \$50/day  
151-220 days of accumulation \$60/day  
221-270 days of accumulation \$70/day

In order to exercise this option, the District must be notified in writing at least sixty (60) days prior to the effective date of retirement. The District will make direct contribution to a pre-approved 403b account.

## ***6.3 Use of Sick Leave for Family Reasons***

A therapist may use his/her accumulated sick leave for family reasons as follows: not exceeding five (5) days at any one time in the event of death, or serious single illness requiring hospital, bedside or household attention by the therapist, of a therapist's spouse, child, children-in-law, parent, parent-in-law, sibling, grandparent, grandchild, or any other individual with who the therapist is residing at the time of death or illness. The Superintendent may require a statement from the family member's attending physician attesting to the need for bedside, hospital, or household attention of the therapist when such leave exceeds two (2) days. Personal days may be used to extend absences for family reasons.

## ***6.4 Child Care Leave***

The employee is entitled to FMLA provisions. Six (6) weeks of paid leave is available upon the arrival of the child if the employee has paid leave available. Six (6) weeks unpaid are then available. (Total of twelve (12) weeks as per FMLA) Employees shall be granted additional child care leave upon written application. Approved leave shall commence upon the request of the employee and shall continue for a period not exceeding eighteen (18) months. The Board of Education may extend this leave upon request at the discretion of the Board of Education.

## ***6.5 Jury Duty***

An employee is eligible for time off with pay for appearances in any legal proceeding connected with the employee's employment with the school system not initiated by the Employee; the performance of jury duty in accordance with the law.

## **6.6     *Unpaid Leave of Absence***

A leave of absence without pay may be granted at the discretion of the Board of Education. All requests for leave must clearly indicate the reasons therefore and must be submitted with sufficient time for processing.

## **7.     WORKERS' COMPENSATION**

When an employee is absent as a result of a personal injury caused by an accident or assault occurring in the performance of the employee's assigned duties and receives Workers' Compensation for such absence, the employee will be paid his/her regular salary during such absence to the limit of the employee's accumulated sick leave credits. When the District is reimbursed by the Workers' Compensation insurance carrier, the District will credit to the employee's sick leave benefits used to the nearest hour dividing the reimbursement received, by the employee has exhausted his/her sick leave credits prior to reimbursement from the carrier, the employee will be entitled to receive only those benefits proved for under the Workers' Compensation law.

## **8.     HEALTH INSURANCE**

### ***8.1 Plan Choice***

Eligible employees including spouse and dependents, may participate in the Base Health Insurance Plan offered to district employees. The employee will contribute twenty percent (20%) towards premium of the base plan offered by the District.

### ***8.2 Health Insurance Upon Retirement***

Therapist, upon retirement, will pay the portion of his/her health insurance premium in the same percentage as was paid for their plan at the date of retirement. This is contingent upon twelve (12) years of continuous service with the District. Retirees with less than twelve (12) years of service and therefore ineligible for this retirement benefit may continue with the District's group plan by paying the full premium pursuant to COBRA. (Retirement means eligible for and participating in the New York State Employees' Retirement System.) Therapist will be eligible for individual plan at retirement which plan shall consist of the base plan in effect at the time or as may later be changed by the District.

### ***8.3 COBRA***

The School District will provide health insurance options to employees who are off the payroll consistent with "COBRA". The School District will also provide health insurance consistent with the Family Medical Leave Act for eligible employees.

## **9.     MISCELLANEOUS**

**9.1** The District will establish a fund of \$1000.00 annually to be deposited into the 403b or 457b plan of the employee's choice.

## **10.    USE OF PERSONAL CAR**

Employees who are requested by their supervisor to use their own vehicle for transportation between buildings and for school business will be reimbursed for such use at the IRS rate.

## **11.    WORK SCHEDULES**

Therapist will work a regular school day. A 30 minute uninterrupted lunch period per day will be provided. 225 minutes planning per week should be scheduled. The therapist will remain after the end of the work day to perform responsibilities as necessary. Therapists may be required to attend evening commitments relevant to their job responsibilities.

## **12. EDUCATION AND TRAINING**

### **12.1 Conferences**

The Board of Education recognizes the benefits derived from attendance at educational conferences and employees are encouraged to request permission to attend such conferences. Within Board Policy and budget limitations, such requests will require prior approval of the Superintendent and, if approved, will be without loss of pay to the employee.

### **12.2 In-service Training and Credit**

The Board of Education recognizes the value of in-service training. Within budget limitations and work schedule limitations, such in-service training, subject to prior approval of the Superintendent, may be offered to the employee.

A one hundred twenty five dollar (\$125) one time payment for each in-service credit will be paid. An in-service credit is defined as fifteen (15) classroom hours of instruction. To be eligible for payment, in-service credit must be job related and prior approval of the Superintendent is required.

### **12.3 Undergraduate/Graduate College Courses**

A one hundred twenty five dollar (\$125) one-time payment will be granted to employees completing undergraduate or graduate college credit courses related to their work responsibilities. Prior approval of the Superintendent is required and such courses must be job related.

## **13. 13.1 Discharge**

Employees hired as an Occupational Therapist or Physical Therapist shall be afforded the protection of Civil Service Law, as it applies to their position prior to any discharge or discipline for misconduct or incompetency. The Board reserves the right to abolish positions as it deems necessary.

## **14. CONTRACT AGREEMENT**

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*Laura Martin, Occupational Therapist*

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*Date*

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*Dr. James Franchini, Superintendent of Schools*

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*Date*