

**TERMS AND CONDITIONS AGREEMENT
BETWEEN
AVERILL PARK CENTRAL SCHOOL DISTRICT
AND
AMANDA SCHROM**

FOR THE PERIOD OF
OCTOBER 13, 2020- JUNE 30, 2021

1. QUALIFICATIONS FOR POSITION

1.1 Physical Therapist: New York State licensed and certified Physical 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 this position is \$60,000.00 (pro-rated) for the 2020-2021 school year to be the sum of \$51,600.

2.2 The hourly rate for summer work for the 2020-21 school year, if any is assigned, is \$50.00 per hour.

2.3 This Agreement does not establish any term of employment. Rather, appointment is subject to external law, including but not limited to the New York State Civil Service Law, New York State Education Law, and the rules and regulations promulgated pursuant thereto. Except as otherwise provided herein, should any provision of this Agreement conflict with external law, external law shall control. This is a ten-month, school year position with the possibility for summer work as assigned by the District.

3. ELIGIBILITY FOR CALCULATION OF BENEFITS

New employees will be granted personal leave, sick leave and holidays on a pro-rated basis in the first year of employment, if employment commences at other than September 1.

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

Physical 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. Personal days in the first year will be pro-rated from October 12, 2020 – June 30, 2021.

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.

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, with at least 12 years of continuous service to 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 whom 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 experiences a pregnancy related disability period and has paid leave available. Six (6) weeks unpaid are then available. (Total of twelve (12) weeks as per FMLA) Employees may be granted additional child care leave upon written application. Approved Leave may occur 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 provided 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, which may be changed by the District from time to time. The employee will contribute twenty-five percent (25%) towards premium of the base plan offered by the District through payroll deductions. The District will contribute the remaining seventy-five percent (75%) of premium.

8.2 Health Insurance Upon Retirement

Therapists, 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 plus 65% of their dependent's coverage. 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.) Therapists will be eligible for individual plan at retirement which plan shall consist of the base plan in effect at the time or as such plan 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. 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 in accordance with approved Board policy at the IRS rate.

10. WORK SCHEDULES

Therapists 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.

11. EDUCATION AND TRAINING

11.1 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.

11.2 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.

11.3 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.

12. **Discharge**

Employees hired as a 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.



Amanda Schrom, Physical Therapist

9/4/20

Date



Dr. James Franchini, Superintendent of Schools

9/9/20

Date