

**CONTRACT BETWEEN
AVERILL PARK CENTRAL SCHOOL DISTRICT
EMPLOYMENT FOR
OCCUPATIONAL THERAPIST AND PHYSICAL THERAPIST**

FOR THE PERIOD OF
JULY 1, 2013- JUNE 30, 2014

1. QUALIFICATIONS FOR POSITIONS

- 1.1 Occupational Therapist: New York State licensed and certified Occupational Therapist. Requirements include a minimum of Bachelors Degree from an accredited institution with class work and clinical affiliations in physical, developmental, and psychosocial development. Experience working with school age children also required.
- 1.2 Physical Therapist: New York State licensed and certified Physical Therapist. Requirements include a minimum of Bachelors Degree from an accredited institution with class work and clinical affiliations in physical, developmental, and psychosocial development. Experience working with school age children also required.

2. ANNUAL APPOINTMENT AND SALARY

- 2.1 The professional licensed positions of Occupational Therapist and Physical Therapist are appointed annually at the Reorganization Meeting which is normally the first Board of Education meeting in July of each school year.
- 2.2 In 2011-2012 the (ten month) per school calendar annual salary for both positions is \$89,928 and for the 2012-2013 and 2013-2014 school year is \$91,052.
- 2.3 The hourly rate for summer work for the 2013-14 school year and forward is \$55.00 per hour.

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		Lincoln's or Washington's Birthday <i>(whichever is observed by the District)</i>
Veterans' Day		Good Friday
Thanksgiving Day		Memorial Day
Friday after Thanksgiving		
Christmas Day		

5. RECESS DAYS

Occupational Therapist and Physical Therapist staff members will receive recess days according to the school calendar, and similar to those days received by Averill Park Teacher's Association members.

6. LEAVES OF ABSENCE

6.1 Personal Days

Three (3) days, without loss of pay, will be available for personal reasons.

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 available as of the first official day of said school year whether or not a therapist reports for duty on that day. 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 separation 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

6.2.3 Physician's Statement

A physician's statement may be required by the Superintendent when an illness exceeds two (2) days.

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. 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.

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; the performance of jury duty or because he/she is not personally involved.

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, domestic partner and dependents, have a choice of Capital District Physician's Health Plan (CDPHPP and Blue Shield Point of Service). The employee will pay 15% toward the premium.

8.2 Health Insurance Upon Retirement

Therapists, upon retirement, will pay the portion of his/her health insurance premium in the same fixed dollar amount as was paid for an individual plan at the date of retirement, contingent upon twelve (12) years of 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. (Retirement means eligible for and participating in the New York State Employees' Retirement System.)

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. DENTAL/OPTOMETRIC/MISCELLANEOUS

9.1 The District will establish a fund of \$655.00 (2007-08), \$675.00 (2008-09), \$700.00 (2009-10), and \$730 (2010-11) for each year of the contract. This fund will be administered by the Superintendent of Schools. The benefit will provide membership and enrollment fees or an employee assistance program for all employees, reimbursement for dental costs and the cost of optometric services not already covered by insurance, co-pays and may be used as a TSA.

9.1.1 Monies not expended in this fund shall be returned to the General Fund of the District.

10. RETIREMENT

The District will continue to offer retirement for all eligible personnel under the New York State Employees' Retirement System with the same options and plans as presently offered.

11. 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.

12. 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.

13. EDUCATION AND TRAINING

13.1 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, their requests will require prior approval of the Superintendent and will be without loss of pay to the employee.

13.2 *In-service Training and Credit*

The Board of Education recognizes the value of in-service training. Within budget limitations and work schedule limitations, in-service training will be offered employees.

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.

13.3 *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.

14. **14.1 *Discharge***

Employees hired as an Occupational Therapist or Physical Therapist shall be afforded the protection of Civil Service Law, Section 75, upon completion of five (5) consecutive years of service to the District prior to any discharge for misconduct or incompetency. The Board reserves the right to abolish positions as it deems necessary.

15. CONTRACT AGREEMENT

Laura Martin, Occupational Therapist

Date

Deborah Dewey, Physical Therapist

Date

James D. Hoffman, Superintendent of Schools

Date