

**TERMS AND CONDITIONS AGREEMENT
FOR
ATHLETIC TRAINER**

Agreement made as of the date the Agreement is fully executed, by and between the **Board of Education of the Averill Park Central School District**, a School District duly organized and existing under and by virtue of the laws of the State of New York, having its offices in Averill Park, New York (hereinafter "the District"), and

Rachel Brown, presently residing at [REDACTED]

WITNESSETH:

WHEREAS, the Board of Education of the District (hereinafter "the Board") at a meeting duly held on August 12, 2019 passed a resolution provisionally appointing Rachel Brown as Athletic Trainer consistent with New York State Education Law and Civil Service Law. This appointment is provisional; and

WHEREAS, the parties wish to enter into a written Terms and Conditions Agreement (hereinafter "Agreement") pursuant to the Education Laws and Civil Service Laws of the State of New York setting forth the terms and conditions of said employment and the Board by its resolution at a meeting on August 12, 2019 authorized the Superintendent to enter into an Agreement with the Athletic Trainer.

NOW, THEREFORE, in consideration of the mutual promises set forth herein and pursuant to the aforesaid Resolution, the parties agree as follows:

1. EMPLOYMENT

The Board of Education of the Averill Park Central School District ("District") wishes to employ Rachel Brown as Athletic Trainer and wishes to set forth, in this Agreement, the terms and conditions of said employment. Rachel Brown (hereinafter the "Athletic Trainer") accepts said employment subject to the terms and conditions set forth herein and agrees to perform, to the best of her ability, the duties of such position. The Athletic Trainer shall at all times hold the appropriate certification including NATABOC Certification, a NYS Athletic Trainer License, and CPR/AED/FA Instructor Certification. Loss of certification or licensure shall be grounds for immediate termination of the Athletic Trainer's employment and this Agreement.

The term of appointment and employment of the Athletic Trainer 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 or the continuation of compensation and benefits are conferred by this Agreement except those conferred by statute. During the term of her employment, the Athletic Trainer's employment is subject to termination in accordance with New York State Civil Service Law. In the event of termination, this Agreement shall be null and void.

2. ATHLETIC TRAINER'S DUTIES AND RESPONSIBILITIES

The Athletic Trainer shall be required to perform all the duties and responsibilities normally associated with the title of Athletic Trainer and as may be assigned by the Board or Superintendent or Director of Athletics, including, but not limited to:

- a) Responsible for the overall health care of all student-athletes that participate in the interscholastic athletic program. This includes care, prevention, treatment, and rehabilitation of injuries.
- b) Administer all facets of the sports medicine program including the supervision of student athletic trainers and high school interns.
- c) Administer and maintain records of baseline concussion testing prior to each season.
- d) Provide direct instruction to student-athletes on injury prevention, treatment, home exercise programs, and nutrition.
- e) Attend practices and home games for all levels of interscholastic teams.
- f) Attend away varsity football games.
- g) Travel, when possible, to away games with varsity level teams.
- h) Maintain daily injury records and accident reports for injured student-athletes.
- i) Maintain inventory of medical supplies and assist the Director of Athletics with the annual budget for the athletic training room.
- j) Preparation of all team first aid kits prior to each season.
- k) Set up, supervise, and maintain the athletic training room.
- l) Provide mandatory CPR, AED, First Aid, and concussion management certification for all coaches and other departments as requested by the district.
- m) Assist coaches in developing strength and conditioning programs.
- n) Serve as a liaison between the school physician, school nurses, coaches, parents, and student-athletes.
- o) Under the direction of the school physician, administer post-injury and post-operative rehabilitation protocols for injured student-athletes.
- p) Advise the Director of Athletics on safety conditions of all athletic facilities.
- q) With a physician's prescription, provide rehabilitative services for faculty, staff, and administrators.
- r) Coordinate district wellness opportunities for students and staff.
- s) Assist the Director of Athletics with daily operations of the athletic program as assigned.

3. WORK YEAR AND WORKDAY

- (a) The Athletic Trainer shall be a twelve (12) month employee, from July 1st to June 30th.
- (b) The Athletic Trainer shall work flexible eight (8) hour days, including a one half

(½) hour meal period, and shall work some Saturdays and Sundays as required.

4. SICK, PERSONAL, AND BEREAVEMENT LEAVE

(a) Sick Leave:

1. The Athletic Trainer shall be credited with seventeen (17) days of paid sick leave per school year, which shall be credited on July 1 of each school year. Sick leave for the period August 19, 2019 through June 30, 2020 shall be prorated totaling fifteen and one-half (15.5) days. Sick leave may be used for illness or injury to the Athletic Trainer or a member of her immediate family. "Immediate family" shall be defined as spouse, children, parents, grandparents or siblings.

2. Unused sick leave days may be accumulated by the Athletic Trainer from year to year, if unused, up to a maximum limit of 200 days. When the Athletic Trainer leaves the employment of the District she will not be entitled to payment for any unused or accumulated sick leave days.

3. If the absence is for three (3) or more consecutive days, the Athletic Trainer may be required to furnish documentation, including, where appropriate, a certificate from a physician.

(b) Bereavement Leave:

1. The Athletic Trainer shall be entitled to five (5) consecutive calendar days of paid leave due to and immediately following a death in her immediate family. "Immediate family" is defined as spouse, children, parents, grandparents, brother, sister, father-in-law, mother-in-law, son-in-law, daughter-in-law, brother-in-law, or sister-in-law.

2. If the death occurs while the Athletic Trainer is on sick or vacation leave, the days used for the bereavement leave shall not be deducted from her accumulated sick or vacation leave. Unused bereavement leave days shall not accrue or carry over in any manner.

(c) Personal Leave:

1. The Athletic Trainer shall be credited with three (3) days of personal leave each year on July 1 for the purpose of conducting business which cannot be conducted at any other time. Personal leave for the period August 19, 2019 through June 30, 2020 shall be prorated totaling two and one-half (2.5) days.

2. Any unused personal leave will be added to the Athletic Trainer's accumulated sick leave.

(d) All use of leave by the Athletic Trainer shall be reported to the Director of Athletics and any personal leave is subject to prior approval of the Director of Athletics.

5. VACATION LEAVE

(a) The Athletic Trainer shall be entitled to fifteen (15) days of paid vacation leave each school year, exclusive of holidays, credited on July 1st of each year. Use of vacation leave is encouraged. Leave for the period August 19, 2019 to June 30, 2020 shall be prorated such that the Athletic Trainer has thirteen and one-half (13.5) days of paid vacation leave. Any unused vacation at the end of the school year shall be forfeit.

(b) In the event the Athletic Trainer has unused accumulated vacation leave at the time her employment with the District terminates, by retirement or resignation, she shall be paid at the rate of 1/260th for each such unused accumulated day. If the Athletic Trainer terminates employment at other than June 30th, she is entitled to pro-rated portion of the annual allotment set forth above for purposes of payment.

(c) All vacation must be approved, in advance, by the Superintendent of Schools and shall not interfere with the Athletic Trainer's duties to attend home games for all levels of interscholastic teams and to attend away varsity football games.

6. HOLIDAYS

Provided that school is not in session, the Athletic Director shall be entitled to paid holiday leave on the days set forth as holidays in the school calendar and on which school is closed.

7. INSURANCE AND ANNUITIES

(a) Health Insurance: The Athletic Trainer shall be entitled to coverage under the District's CASHIC model CDPHP health insurance plan, for the Athletic Trainer and her dependents, as such plan may be established by the Board, as set forth herein. Such plan shall be the plan available to other employees in the District which may change from time to time. The District shall pay 80% of the premium cost of such coverage and the Athletic Trainer shall pay the remaining 20% of premium cost through payroll deduction.

(b) Insurance in Retirement - After having been employed as Athletic Trainer in the School District for a minimum period of ten (10) years and upon her retirement from the District in accordance with the rules and regulations of the NYSERS, the Board will provide Athletic Trainer with health insurance coverage, for the remainder of her life, with the Athletic Trainer paying twenty (20) percent of the premium for individual or dependent coverage. Only dependents consisting of a spouse and dependent children the Athletic Trainer has at the time of her retirement are eligible for dependent coverage under their provision. The Athletic Trainer shall be afforded the ability to participate in the health insurance plans in existence from the School District as such plans may change from time to time during the Athletic Trainer's retirement. Any coverage for a spouse or dependent shall cease upon the Athletic Trainer's death in retirement, except as may otherwise be provided in accordance with COBRA or similar laws.

(c) Health Insurance Buy-Out – The Athletic Trainer may elect to waive the health insurance set forth above during employment and receive an annual payment of \$750 for individual coverage, \$1,500 for two-person coverage, or \$2,250 for family coverage, all depending on her eligibility for such coverage in the following conditions:

i. She must provide written notice to the District’s Business Office on or before June 1st of the desire to waive coverage effective July 1st the following school year. The notice must be repeated each year;

ii. She must submit proof with her request that she is covered by health insurance through her spouse;

iii. She may reinstate such coverage before the following July 1st for circumstances permitted by the District’s carrier due to loss of alternative coverage; and,

iv. The payment for waiver of coverage shall be made in June of the year in which coverage is waived, less any deductions. Should the Athletic Trainer waive coverage for a partial year due to need to reinstate coverage, a pro-rata portion of the annual payment will be made.

(d) Section 125 Plan – The District shall make available to the Athletic Trainer the same IRC Section 125 plan made available to other professional employees for use for payment of health insurance premiums and other expenses authorized by and consistent with IRS laws and regulations. The plan administrator will be selected by the District.

(e) Other Insurance: The Athletic Trainer shall be eligible to participate, with the District providing 75% of the cost, in any dental or optical insurance plans offered by the District.

(f) Tax Deferred Annuities: The Athletic Trainer may, in accordance with applicable law, elect to withhold and transfer an amount of her salary, said amount to be determined by the Athletic Trainer, to participate in a tax deferred annuity program of her choice. The Athletic Trainer must elect to participate in such a program in writing, submitted to the District by June 1 of each school year to be effective July 1.

8. CONFERENCES AND OTHER EXPENSES

The Athletic Trainer shall be entitled to attend professional conferences at the local, state and national level, with the expenses of such conferences paid by the District so long as such attendance has been approved in advance by the Superintendent. Attendance at any such approved conference will not be charged against any leave allocation provided herein.

9. COMPENSATION

(a) The Athletic Trainer’s annual base salary will be Forty-Five Thousand Dollars (\$45,000.00). For the period from August 19, 2019 to June 30, 2020, she shall be paid a pro-rated

portion of this annual base salary. All salary will be paid in equal installments in accordance with the rules of the Board governing salary payment to other District employees.

(b) For each subsequent twelve-month period of employment (i.e. following June 30, 2020), any increase in the Athletic Director's salary shall be determined by negotiations between the Athletic Trainer and the Superintendent as recommended to the Board for its final approval with the goal of any such salary increase being determined no later than June 30th of each year. However, in no event shall the Athletic Trainer's annual base salary for any twelve-month period of employment be less than the amount of base salary received during the preceding twelve-month period.

10. PERFORMANCE EVALUATION

The Superintendent of School and/or his designee shall evaluate the performance of the Athletic Trainer at least once per year and shall discuss the results of such evaluation with the Athletic Trainer and report the results to the Board of Education.

11. TERMINATION

The Athletic Trainer's employment and this Agreement may be voluntarily terminated by written agreement between the Board and the Athletic Trainer, or by resignation of the Athletic Trainer, upon thirty (30) days' written notice to the Board. Any other termination shall be in accordance with applicable New York State Civil Service Law.

12. MISCELLANEOUS

(a) The validity or enforceability of any particular provision of this Agreement shall not affect its other provisions and this Agreement shall be construed in all respects as if such invalid or unenforceable provision has been omitted.

(b) This Agreement shall be construed and enforced in accordance with the laws of the State of New York. Any action by either party concerning this Agreement shall be commenced in New York State Supreme Court for the County of Rensselaer.

(c) The failure of either party at any time to require the performance by the other of any of the terms, provisions or agreement hereof shall in no way affect the right thereafter to enforce same and shall not constitute the waiver of either party hereto of any breach of any of the terms, provisions or agreement or be construed as a waiver of any succeeding breach.

(d) The original of this Agreement shall be filed with the Clerk of the Board of Education.

(e) This Agreement constitutes the entire contract between the parties and contains all the agreements between them with respect to the subject matter hereof. This shall supersede all prior agreements and/or resolutions in regard to the employment of the Athletic Trainer.

IN WITNESS WHEREOF, the parties have caused this Agreement to be subscribed on the day and year first above written.

Averill Park Central School District

Athletic Trainer

By: _____
James Franchini
Superintendent

By: Rachel Brown
Rachel Brown