

CONNETQUOT CENTRAL SCHOOL DISTRICT OF ISLIP
780 OCEAN AVENUE, BOHEMIA, NEW YORK 11716

**2021 - 2023 TERMS AND CONDITIONS AGREEMENT
FOR SCHOOL BUS TRANSPORTATION SUPERVISOR**

AGREEMENT made this 24th day of August, 2021, by and between the Board of Education of the Connetquot Central School District of Islip, having its principal place of business at 780 Ocean Avenue, Bohemia, New York 11716 (hereinafter the "Board of Education"), and JoAnne Frohberg, an employee of the Connetquot Central School District of Islip in the position entitled Director of Plant and Facilities, residing at [REDACTED] hereinafter the "Employee").

WHEREAS, the EMPLOYEE was duly appointed to the position of Director of Plant and Facilities, effective May 17, 2021; and

WHEREAS, the EMPLOYEE represents that she possesses all applicable and required State Education Department Certifications; and

WHEREAS, the BOARD established a certain salary, fringe benefits, and terms and conditions of employment for the EMPLOYEE; and

WHEREAS, the BOARD and EMPLOYEE have determined to codify said salary, fringe benefits, and terms and conditions of employment in this contract,

NOW THEREFORE, the parties mutually agree upon the terms and conditions of the employment of Director of Plant and Facilities, as follows:

I. TITLE AND DUTIES

The Employee shall be employed by the Board of Education as an administrative employee in the named position, and Employee shall perform all of the services and duties as may be assigned by the Superintendent of Schools to the best of their ability.

The parties acknowledge that they are both subject to the laws of the State of New York and applicable rules and regulations of the Board of Regents and Commissioner of Education of New York and said laws, rules, and regulations govern their relationship and the determination of their respective powers and duties.

II. WORK YEAR

The work year shall be twelve (12) months.

III. FRINGE BENEFITS

A. Sick/Personal Leave

The Employee shall receive twenty (20) sick days per school year for illness or valid personal business, as approved by the Superintendent of Schools. The Employee may keep the accumulated sick days currently in the employee's bank of days. Unused sick days are cumulative each year but shall not exceed a maximum of 200 days. Absences for jury duty, approved conference days, and professional visitation days shall be in addition to, and not be deducted from, the Employee's sick/personal leave days.

B. Vacation Leave

1. The Employee shall receive fifteen (15) vacation days for the balance of the 2021-2022 school year and such days may not be accumulated. The Employee shall receive twenty (20) vacation days for the 2022-2023 school year, effective July 1, 2022, and such days may not accumulate.
2. If the Employee's required amount of work prevents the Employee from either scheduling or using, her total vacation allotment within the school year, she shall first attempt to arrange with the Superintendent suitable time other than during the period of July 1 through August 30. If such unused vacation days are unable to be scheduled prior to the end of the school year (i.e., June 30), the Superintendent and Board of Education may approve payment of an amount representing up to five (5) days of unused vacation days, at the Employee's regular rate of pay for the year in which she was unable to use said vacation days.

C. Holidays

The Employee shall receive the following paid holidays per school year, provided however, that they are not used as makeup student session days:

| | | |
|-------------------------------|------------------------|-----------------------------|
| Independence Day | Veterans' Day | New Year's Day |
| Labor Day | Thanksgiving Day | Martin Luther King, Jr. Day |
| Rosh Hashanah (if applicable) | Day after Thanksgiving | Presidents' Day |
| Yom Kippur (if applicable) | Christmas Eve | Good Friday |
| Columbus Day | Christmas Day | Memorial Day |
| | New Year's Eve | Juneteenth |

D. Health Insurance

Effective July 1, 2021, and during the Employee's active employment in the District, the Employee may elect to participate in the Board's health insurance program. Upon such election, the District shall pay eighty-five percent (85%) of the cost of premiums for Individual and eighty-five percent (85%) of the cost of premiums for Family Health Insurance for the EMPLOYEE and his eligible spouse and dependents for the Board of Education's health insurance program. It is agreed and understood that, provided the Health Insurance Plan benefits are maintained, the Board shall have the right to change administrators and/or insurance carriers upon prior notice.

E. Waiver of Health Insurance

If the Employee waives medical insurance coverage, the Employee must provide an affidavit attesting to enrollment in an alternate health insurance plan, to be eligible for partial premium coverage by the District. The District shall pay by separate check, an amount equal to 50% of the District's cost for the premium (Individual or Family coverage) or equal to that specified in the District's Collective Bargaining Agreement with the Connetquot Teachers' Association, whichever is less. The Employee must waive health insurance for at least six (6) months to be eligible. Payments will be made semi-annually.

F. Unused Accumulated Sick Leave Compensation

1. Upon retirement from the Connetquot Central School District of Islip, pursuant to the rules and regulations of the New York State Teachers Retirement System, the Employee shall be entitled to payment for unused accumulated sick days, pursuant to the following formula: two (2) days of leave for every three (3) days of leave accumulated.

2. The maximum benefit for which the Employee may be paid pursuant to this subparagraph shall be \$62,436.

G. Death Benefit

In case of the Employee's death, a designated beneficiary will be entitled to payment in an amount to be calculated by the following formula: one (1) day's payment for personal/sick leave days for every four (4) accumulated personal/sick leave days. The beneficiary will be paid for no more than a maximum of 200 accumulated personal/sick leave days.

H. Life and other Insurance

The Board shall provide paid individual life, accident, and dismemberment insurance for the Employee.

IV. SALARY

1. The annual salary for the period, July 1, 2021 through and including June 30, 2022, shall be \$81,600 plus longevity, based on the number of years of employment in the District, and in an amount equal to the longevity payments in the Connetquot Principal and Director Association contract.
2. The annual salary for the period, July 1, 2022 through and including June 30, 2023, shall be increased by 2% from the 2021-22 school year salary, but in no event shall be less than the Employee's salary from the previous year.
3. The Employee's salary in any future years, shall not be less than the prior year's salary.

V. LEGAL PROTECTION

The Employee shall be entitled to defense and indemnification in accordance with Education Law §3811 and Public Officers Law §18 in the event of legal action or proceeding, provided, however, that the Employee must have acted within the scope of his employment and that said action or proceeding has not been initiated against the Employee by the Board.

VI. EXPENSE REIMBURSEMENT

The Employee shall be reimbursed for actual and necessary expenses for conference and travel expenses including but not limited to, entrance fees, meals, tolls, mileage and other expenses pursuant to Board policy and regulation.

VII. EVALUATION

The Employee shall be provided with an annual written evaluation of their performance by the

Superintendent or the Superintendent's designee. Once per year, the Employee shall be provided the opportunity to discuss their performance privately with the Board and/or Superintendent of Schools.

IX. TERMINATION

This Agreement may be terminated by the resignation or retirement of the EMPLOYEE, which shall be submitted in writing to the Superintendent of Schools and the Board of Education upon no less than thirty (30) days' notice. Termination by the District shall be governed by New York Education Law.

X. SEVERABILITY


If during the term of the contract, it is found that a specific clause of the contract is illegal under Federal or State Law, the remainder of the contract not affected by such a ruling shall remain in full force and effect.

XI. MODIFICATION


This Agreement represents the entire understanding between the Parties hereto, and fully supersedes any and all prior agreements or understandings between them, whether written or oral. Changes to this Agreement must be mutually agreed upon by the EMPLOYEE and the District and any changes, amendments, modifications, or terminations must be in writing and signed by each of the Parties.

XII. EFFECTIVE DATE


The terms and conditions of this agreement shall take effect upon the adoption of a resolution by the Board of Education and the signature of each party below, unless otherwise specified herein.



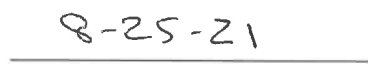
JoAnne Frohberg
School Transportation Supervisor



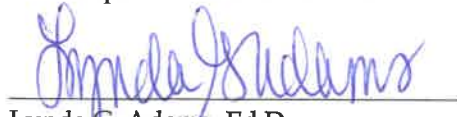
Date



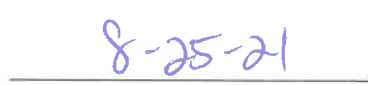
Lee Kennedy
President, Board of Education
Connetquot Central School District



Date



Lynda G. Adams, Ed.D.
Superintendent of Schools
Connetquot Central School District



Date