

EMPLOYMENT AGREEMENT FOR
ATHLETIC TRAINER

This Agreement is made by and between the Regional School District No. 5 (Amity) Board of Education (hereinafter called the "Board") and Kimberly Pearce (collectively, the "Parties"). In consideration of the mutual covenants and agreements set forth herein, the Parties agree as follows:

1. Employment.

The Board hereby employs Kimberly Pearce as an Athletic Trainer for Amity Regional School District No. 5 (hereinafter called the "District"), and Kimberly Pearce accepts such employment pursuant to the terms and conditions set forth herein.

2. Duties.

Under the direction and supervision of the Director of Athletics, the Athletic Trainer shall be responsible for providing services to Amity Senior High School, as directed and scheduled by the Director of Athletics and will practice in accordance with the guidelines established by the National Athletic Trainers Association; participate in new coach hiring committees; communicate with student-athletes, parents and medical staff regarding student injuries and any other related duties as noted in job description and as determined by the Superintendent of Schools.

The Athletic Trainer is expected to maintain current certification and continuing education requirements as set forth by the National Athletic Trainers' Association Board of Certification, maintain current state licensure in accordance with the State of Connecticut Department of Public Health, and maintain current certification in CPR/Emergency Cardiac Care.

3. Term.

This Agreement shall become effective July 1, 2025 and shall remain in effect through June 30, 2028, subject to prior termination in accordance with the provisions of the section of this Agreement entitled "Termination." The Parties agree that in the event that either the Board or the Athletic Trainer do not agree to either extend this Agreement beyond June 30, 2028, or do not negotiate a successor agreement, the Athletic Trainer's employment with the Board shall terminate effective on June 30, 2028. Upon execution of this Agreement by the Parties, the Agreement shall supersede all prior agreements between the Parties.

4. Work Year and Schedule.

The work year for the Athletic Trainer shall be in accordance with the CIAC athletic schedule, developed annually, approximately from mid-August to mid-June. Work performed outside of the CIAC athletic schedule shall be considered beyond the scope of this contract and will be compensated at an hourly rate based on the per diem. The Athletic Trainer position is classified as exempt from the minimum wage and overtime

provisions of state and federal law. Nevertheless, it is understood and agreed that the Athletic Trainer is expected to work according to the athletic practice and contest schedule. In addition, it is understood and agreed that the Athletic Trainer shall be available outside the District's normal office hours to conduct the business of the District and that the Athletic Trainer is expected to be available to respond as needed to carry out the responsibilities of the position outside normal office hours.

5. Salary and Other Compensation.

As used in this Agreement, the terms "year" and "contract year" shall be defined as the fiscal year, which begins on July 1 and ends on June 30. Any and all components of the salary set forth in this Agreement and any and all provisions regarding leave benefits shall be pro-rated for partial years of service as Athletic Trainer.

a. Salary.

The salary of the Athletic Trainer shall be Seventy-Four Thousand, Three Hundred Twenty-Two Dollars (\$74,322) per year for the 2025-26 contract year.

The salary of the Athletic Trainer shall be Seventy-Six Thousand, Three Hundred Sixty-Six Dollars (\$76,366) per year for the 2026-2027 contract year.

The salary of the Athletic Trainer shall be Seventy-Eight Thousand, Four Hundred Sixty-Six Dollars (\$78,466) per year for the 2027-2028 contract year.

The Athletic Trainer will be paid the per diem rate of pay, based on a 190-day work year, if additional summer days are required.

When providing CPR/AED or other training to district staff, this work is considered outside of the job responsibilities of the Athletic Trainer. As such, this work will be compensated at an hourly rate based on the per diem.

b. Sick Leave.

The Board shall provide the Athletic Trainer with fifteen (15) days of sick leave per contract year, cumulative to one hundred fifty (150) days. Such sick leave shall accrue at the beginning of each contract year. The Athletic Trainer's use of such sick leave shall be in accord with the sick leave policies of the Board.

c. Personal Leave.

The Superintendent of Schools may provide the Athletic Trainer with up to three (3) days of personal leave per contract year in order to permit the Athletic Trainer to conduct personal business that cannot be conducted outside of the regular workday. Personal leave shall not carry over from one contract year to another. Except in emergencies, the Athletic Trainer shall submit requests to use personal leave to the Director of Athletics at least three (3) business days in advance of the date on which leave is requested to be used.

f. Leave for Critical Illness/Bereavement.

The Athletic Trainer shall be entitled to leave with pay as follows:

- i. Each death or critical illness of a family member (parent, child, spouse, sibling, parent-in-law, stepchild): a maximum of five (5) days.
- ii. Each death or critical illness of a grandparent, aunt, uncle, sister-in-law, brother-in-law, or a person whose relationship to the Athletic Trainer warrants such attendance: a maximum of three (3) days.

g. Paid Holidays

The Athletic Trainer shall be entitled to the following ten (10) paid holidays: New Year's Day, Martin Luther King Day, President's Day, Good Friday, Memorial Day, Labor Day, Thanksgiving, Day After Thanksgiving, Christmas Eve, Christmas Day. If the Athletic Trainer is required to work due to a scheduled athletic contest on a holiday, she shall receive a floating holiday in lieu of the scheduled holiday.

h. Insurance Benefits (General Provisions).

Participation in any and all of the insurance plans described in this Agreement shall be subject to the eligibility requirements of the carrier(s) and/or plan administrator(s). The Board reserves the right to change the specific insurance plan(s) or carrier(s) for such insurance coverage, and/or to self-insure for such coverage, at any time during the term of this Agreement. The Parties agree that the Board shall not provide insurance benefits to the Athletic Trainer upon retirement, except as may be required by law.

i. Health and Dental Insurance.

The Board shall provide health and dental insurance coverage for the Athletic Trainer, his spouse, and any eligible dependents of the Athletic Trainer under the High Deductible Health Plan ("HDHP") health insurance plan and dental insurance plan provided for school clerical and administrative assistants employed by the Board as set forth in the collective bargaining agreement between the Local 1303-178 of Connecticut Council, #4 AFSCME, AFL-CIO and the Board. For the period of this Package, the employee's premium costs contributions and the Board's funding of the HDHP deductible will be equal to the contributions of clerical and administrative assistants employed by the Board as set forth in the applicable collective bargaining agreement between the Local 1303-178 of Connecticut Council, #4 AFSCME, AFL-CIO and the Board. The Board will maintain, to the extent provided by law, a plan under Section 125 of the Internal Revenue Code, in order to allow the Athletic Trainer to pay his insurance premium contributions on a pre-tax basis.

i. Life Insurance.

The Board shall provide and pay for term life insurance for the Athletic

Trainer with a face amount of Thirty Thousand (\$30,000) Dollars.

j. Long-Term Disability Insurance.

The Board will provide and pay for long-term disability insurance for the Athletic Trainer. The disability insurance plan shall provide a benefit equal to sixty percent (60%) of the salary for the Athletic Trainer, subject to a maximum benefit of five thousand (\$5,000) dollars per month payable to age sixty-five (65), and subject to a one hundred eighty (180) day waiting period.

k. Pension.

The Athletic Trainer shall be covered by the District's Defined Contribution Plan, subject to all of the terms and conditions of such pension plan, as may be amended from time to time.

On a calendar year basis, the Board will contribute the equivalent of five percent (5%) of the employee's base salary toward a 401 (A) Plan established by the Board.

Such contribution will be made in each pay cycle.

- Employees may contribute up to the maximum allowed by the IRS toward such 401(A) Plan.
- In addition to the Board's five percent (5%) contribution, the employee may elect to make a voluntary after-tax contribution of two percent (2%) of earnings each pay period toward the defined contribution plan, which the Board will match.

7. Professional Associations.

The Board shall pay the annual dues for the membership of the Athletic Trainer in the National Athletic Training Association (NATA). The Board will also pay \$500.00 annually toward continuing education credits (CEUs) for the Athletic Trainer. The Board will also pay for training for CPR certification renewal.

8. Termination.

- a. The Parties may by mutual consent and in writing terminate this Agreement at any time and for any reason.
- b. The Superintendent of Schools may terminate this Agreement for any reason with or without cause, upon written notice to the Athletic Trainer of thirty (30) days.
- c. The Athletic Trainer may terminate this Agreement upon written notice to the Superintendent of Schools of forty-five (45) days.

- d. The Superintendent of Schools may terminate this Agreement at any time during the term of this Agreement for good cause. Prior to any such termination, the Superintendent of Schools shall provide the Athletic Trainer with notice of the reason(s) for consideration of the termination of this Agreement and an informal opportunity to be heard regarding consideration of the termination of this Agreement.

9. General Provisions.

- a. The Athletic Trainer hereby agrees to comply with all policies, regulations and rules of the Board.
- b. Unless entering into a successor agreement, upon termination of this Agreement, the Athletic Trainer shall deliver all property (including keys, records, notes, data, memoranda, and equipment) to the Board that is in the Athletic Trainer's possession or control, which is the Board's property or related to Board business.
- c. This Agreement shall be governed by and construed in accordance with the laws of the State of Connecticut without regard to conflict of law provisions. Any claims, legal proceedings, or litigation arising in connection with this Agreement will be brought solely in Connecticut and all Parties consent to the jurisdiction of such courts.
- d. If any part of the Agreement is found to be invalid or unenforceable, it shall not affect the remaining provisions of this Agreement, and the Agreement shall be construed in all respects as if such invalid or unenforceable provisions were omitted.
- e. No amendment or modification of this Agreement shall be binding unless said modification or amendment specifically references this Agreement and is in writing and signed by the Parties hereto.
- f. No waiver by any party of any breach of this Agreement shall be deemed to be waiver of any preceding or succeeding breach.
- g. The titles of the sections in this Agreement are solely for the convenience of the Parties and shall not be used to explain, modify, simplify, or aid in the interpretation of the provisions of this Agreement.
- h. Any obligation of this Agreement which, by its nature, must be performed following termination of this Agreement shall be deemed to survive such termination. This Agreement shall be binding upon and inure to the benefit of the heirs at law and executors of the Athletic Trainer.

10. This Agreement contains the entire agreement between the Parties with respect to the subject matter specifically referenced herein. Commencing upon signing, this Agreement supersedes all prior agreements and understandings, both oral and written, between the Parties relating to the subject matter of the Agreement. No person has any authority to make any representation or promise on behalf of any of the Parties not set forth herein, and this Agreement has not been executed in reliance upon any representation or promise except those contained herein.

IN WITNESS WHEREOF, the Parties have executed this Agreement on the last date set forth below:

KIMBERLY PEARCE

Kimberly Pearce
Kimberly Pearce

DATE: 6/20/2025

REGIONAL SCHOOL DISTRICT No. 5

Jennifer P. Byars
Dr. Jennifer P. Byars, Superintendent

DATE: 6/20/2025