

AGREEMENT

between the

Chief Executive Officer

of the

**Rush-Henrietta
Central School District**

and the

**Administrators' Association
of
Rush-Henrietta**

2024 - 2027

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PREAMBLE

In order to effectuate the provisions of the Public Employees Fair Employment Act of the State of New York [Civil Service Law, Article XIV] to encourage and increase effective and harmonious working relationships between the Board of Education of the Rush–Henrietta Central School District [hereinafter sometimes referred to as the Board], and its supervisory and administrative employees. THIS AGREEMENT is made and entered into as of the 2nd day of August 2024 and by and between the Superintendent of Schools of the Rush–Henrietta Central School District and the Administrators' Association of Rush-Henrietta [hereinafter sometimes referred to as the Association].

ARTICLE 1 **RECOGNITION AND NO STRIKE**

Section 1.

Pursuant to the New York Public Employees Fair Employment Act, as amended, the Board has granted recognition to the Association as the exclusive negotiating representative for the following negotiating unit described below:

Building Principal, Assistant Principal, Director (certified and classified), Coordinator (certified and classified), Architect, Senior Applications Specialist, Purchasing Agent.

In granting such recognition, the Board has specifically reserved its right to make application to the Public Employment Relations Board to have any or all of the employees and positions included within this negotiating unit declared to be "managerial" and/or "confidential" within the meaning of the New York State Public Employees Fair Employment Act, as amended. Recognition of this unit shall continue in effect through the duration of the agreement.

Section 2.

The Association agrees that it will not cause, condone, sanction or take part in any strike, walkout, slowdown or work stoppage within the Rush–Henrietta Central School District.

ARTICLE 2 **NEGOTIATING PROCEDURES**

Section 1.

Either party may request the commencement of negotiations for a successor agreement.

Section 2.

It is agreed by and between the parties that any provision of this Agreement requiring legislative action to permit its implementation by amendment of law or by providing the additional funds therefore, shall not become effective until the appropriate legislative body has given approval.

Section 3.

It is understood and agreed that this Agreement may be modified or amended during its term only through mutual agreement in a written and signed amendment to this Agreement.

Section 4.

Neither the Board nor the Association in any negotiations shall have individual control over the selection of the negotiating process or the negotiating representatives selected by the other. Both the Superintendent of Schools and the Association may select its negotiating representatives from within or outside the School District. While no final agreement shall be executed without ratification by the Association and the Board of Education, the parties mutually pledge that their representatives will be clothed with all necessary power and authority to make proposals, consider proposals and reach compromises in the course of negotiation.

ARTICLE 3
MANAGEMENT PREROGATIVES

Section 1.

The Board and Superintendent retain all rights, powers and authority they had prior to entering this Agreement except as expressly abridged or modified by this Agreement.

Section 2.

The Association further recognizes and agrees that the exercise and effective implementation of said rights and prerogatives requires the cooperation of the employees within the negotiating unit covered by this agreement.

Section 3.

Accordingly, and on behalf of itself and the employees within the negotiating unit covered by this agreement, the Association pledges its support of all such policies and procedures as adopted from time to time by the Superintendent and/or the Board.

Section 4.

The Association recognizes and concurs in the need to administer the several collectively negotiated agreements covering other employees of the District and accordingly, on behalf of the Members of the negotiating unit covered by this Agreement, agrees that those Members will administer such other contracts as fall within their respective ambits of responsibility, consistent with guidelines, directives, rules and regulations, etc. issued from time to time by the Board of Education and/or Superintendent.

ARTICLE 4
DUES DEDUCTION

Section 1.

The Board agrees to deduct from the salary of Administrators who are members of the Administrators' Association of Rush-Henrietta, School Administrators' Association of New York State, National Association of Elementary School Principals, National Association of Secondary School Principals, and any professional organization which directly relates to the individual's professional functions within the District, the dues of any one or more of such Associations as the individual Administrator individually and voluntarily shall authorize the Board to deduct, and to transmit the monies thus deducted promptly to the treasurer of the Administrators' Association of Rush-Henrietta.

Section 2.

Authorizations for dues deductions for the Administrators' Association of Rush–Henrietta shall be in writing on a form provided by the Administrators' Association of Rush–Henrietta, signed by the individual, and placed on file in the Rush–Henrietta District Business Office.

Section 3.

Authorized dues deductions for the Administrators' Association of Rush–Henrietta shall be made in ten [10] equal amounts commencing on a date agreed upon by the Association and the Superintendent.

ARTICLE 5
CONSULTATION

It is mutually agreed between the parties that the goal of the District is to provide the best possible education to the students of the District.

Toward that end, regularly-scheduled meetings shall occur between the Superintendent and the Association no less than two times per year and more frequently at the request of either party. The purpose of these meetings is to provide informal exchange of ideas, offer feedback to the Superintendent and avoid grievance.

The Association acknowledges that with respect to policy matters the Board and the Superintendent cannot delegate their decision–making responsibility. The District agrees to provide advance notice to the Association when consolidation of administrator jobs is planned. Such notice shall be provided with time allowed for the Association to provide advice to the decision makers. The Association recognizes that the District has final authority to consolidate jobs.

The Superintendent acknowledges that the administrative staff should be encouraged to assist the Board and the Superintendent in a consultative capacity and that sound administration constantly seeks recommendations and information.

It is therefore mutually agreed between the parties that the Superintendent shall, in the formulation of those policies in which the administration expresses particular interest, seek to encourage suggestions and recommendations to be made by the administration through proper channels.

Administrative channels are mutually recognized as the appropriate vehicle for the submission, refinement and continued study of information and recommendations made by the administration. If the President of the Association finds that the above channels are not functioning, he/she may approach the Superintendent directly and transmit to him/her the recommendations and information. After transmittal to the Superintendent, the President of the Association may submit to the President of the Board a written request for allotment of time on the Board's agenda to discuss the matters specified in the request. A copy of the request shall be sent to the Superintendent.

ARTICLE 6

JURY DUTY

Section 1.

Each Administrator who is required to serve on a jury, or is required to report to court in person in response to a jury duty summons or is required to report for jury examination, shall be paid his/her normal salary. No deduction from salary shall be made.

Section 2.

Jury duty leave shall not be deducted from an Administrator's personal leave days.

ARTICLE 7

TUITION REIMBURSEMENT

Section 1.

If an individual covered by this Agreement wishes to receive tuition reimbursement for a course[s], including a technical class and/or certificate program, or registration fee for a program[s], the following procedure must be followed:

- a. The individual must request prior approval of the course[s] or program[s] from the Superintendent, or his/her designee. Such request shall be in writing and shall set forth the basis on which the individual believes that the course[s] or program[s] will better enable that individual to discharge the responsibilities of his or her position.
- b. If the Superintendent, or designee, approves the course[s] or program[s], the individual must successfully complete the course[s] or program[s] thus approved.
- c. Upon successful completion of the course[s] or program[s], the individual shall submit evidence of such successful completion to the Superintendent, or his/her designee, along with an itemization of the tuition charges or registration fee[s] for such course[s] or program[s].
- d. Solely in the case of those studies in pursuit of a doctoral advanced degree, and in recognition of the financial commitment that the district is making towards the employee's education, the employee agrees to stay employed at Rush-Henrietta CSD for a minimum of two years after their doctoral advanced degree work is completed. If the employee should voluntarily leave while still working on the degree or within the 12-month period after completing the degree, the employee will reimburse the district for all costs associated with this degree program. If the employee should voluntarily leave after the 12-month period after completing the degree but prior to 24-months after completing the degree, the employee will reimburse the district 50% of all costs associated with this degree program.

Section 2.

There shall be no additional or further payment of any kind other than tuition reimbursement for such approved and successfully completed course[s] or registration fee for such approved and successfully completed program[s].

ARTICLE 8
OFFICIAL PERSONNEL FILE

Section 1.

Each Administrator shall, upon request and by appointment, be permitted to review his official personnel file as maintained in the District Human Resources Office. Such review shall not include reference information supplied by previous employers or other sources.

Section 2.

If the Administrator wishes, he or she may respond in writing to any materials contained in that file. Such written response shall be included in that Administrator's official personnel file.

Section 3.

For any disciplinary and/or evaluative documents being placed in a unit member's personnel file, that unit member shall have the opportunity to sign such a document indicating only that they acknowledge such documents being placed in their personnel file.

ARTICLE 9
HOLIDAYS

Section 1.

All individuals covered by this Agreement who are employed on a twelve [12] month basis shall be entitled to fourteen [14] holidays with pay per year. Fourteen [14] holidays shall be designated at the sole discretion of the District.

Section 2.

All individuals covered by this Agreement who are employed on a less than twelve [12] month basis shall be entitled to those holidays with pay which fall during that individual's designated work year.

ARTICLE 10
VACATIONS

Section 1.

For the first through and including the ninth full year of service in this unit, each employee shall be eligible for twenty (20) days of vacation with pay per fiscal year of the District. After nine (9) full years of service in this unit, and for each year of credited administrative experience thereafter, at the beginning of the next fiscal year, the employee shall become entitled to twenty-five (25) days of vacation with pay per fiscal year. Vacation days shall be provided in full on July 1 each fiscal year, but only earned at a rate of 1/12 of the allotment per month. For employees hired during the fiscal year, their allotment will be 1/12 per month worked through June 30 of that fiscal year.

Section 2.

Certificated employees are strongly encouraged to take such earned vacation during the summer recess, the winter recess, February recess, or the spring recess; however, use of vacation days is permitted at other times. The scheduling of any and all vacation time is subject to the prior approval of the Superintendent or designee.

Section 3.

Classified Civil Service employees may request vacation time at any time during the year. The scheduling of any and all vacation time is subject to the prior approval of the Superintendent, or designee.

Section 4.

Each eleven-month Assistant Building Principal shall be entitled to one [1] week of paid vacation per fiscal year. Such one [1] week of earned vacation shall be taken during either the winter or spring recess, subject to the prior approval of the Superintendent or his designee.

Section 5.

Unit members who have not been able to use all of their earned vacation time through June 30 will carry forward up to two weeks (10 days) of earned but unused vacation time into the subsequent school year.

Section 6.

When an employee leaves administrative employment with the district, he/she will be paid for unused accrued vacation days, less a deduction of vacation days prorated based on the number of full months no longer employed that fiscal year. The District shall pay for any remaining unused vacation days at a rate of 1/240 of the administrator's final-year base salary. If the administrator has used more days than remain after the prorated deduction of vacation days, the amount due to the District shall be deducted from the unit member's final paycheck at a rate of 1/240 of the final year base salary. The prorated deduction of vacation days shall be calculated by using a rate of 1/12 of the allotment per month for those not employed for the remainder of that fiscal year.

Section 7.

Eligible administrators may choose to receive payment for up to five [5] accumulated vacation days each year at the rate of 1/240 of their current annual salary.

Section 8.

Subject to applicable laws, retiring administrators receiving payment for accumulated vacation days will have these funds deposited in a non-elective 403[b] employee contribution account.

ARTICLE 11
SICK LEAVE

Section 1.

Each full-time member shall accrue sick leave per year as follows: 10-month employee – 10 days; 11-month employee – 11 days; 12-month employee – 12 days. Employees will accrue sick leave as herein and accumulate sick leave days to a maximum of 240 total days.

Section 2.

Leave taken under this Article must be for the personal illness or physical disability of the employee. However, up to five [5] individual sick leave days may be taken by a unit member to care for a sick child, spouse, household partner, or parent during each school year.

Section 3.

Charges against such leave shall be made commencing with the first day of illness or disability.

Section 4.

The Superintendent, at his/her discretion, may request a doctor's certificate if the sick leave taken exceeds five [5] consecutive days or occurs on the day immediately preceding or following a holiday recess.

Section 5.

If an employee has exhausted his or her accumulated sick leave, he or she may submit a request to the Superintendent to advance additional leave and, upon the recommendation of the Superintendent, the Board shall review such request. Final approval or disapproval of such a request is at the sole discretion of the Board, not subject to the grievance procedure.

Section 6.

If the administrator leaves employment and has used more days than remain after the prorated deduction of sick days, the amount due to the District shall be deducted from the unit member's final paycheck at a rate of 1/240 of the final-year base salary. The prorated deduction of sick days shall be calculated by using a rate of 1/12 of the allotment per month for those not employed for the remainder of that fiscal year.

Section 7.

Administrators who retire from the Rush-Henrietta School District and who meet the conditions outlined below will be eligible for a payment of \$125 per day for all unused accumulated sick days. In no event may this amount exceed \$30,000. Accumulated unused sick leave days will be paid to the estate of a unit member who dies while employed by the District. Subject to applicable laws, retiring administrators receiving payment for accumulated sick leave days will have these funds deposited in a non-elective 403[b] employee account.

The qualifying conditions under which an administrator may retire and be eligible for this payment are:

- a. Must retire through the NYS Retirement System and retire directly from active service as a Rush-Henrietta administrator.
- b. Must be a full-time administrator at the time of retirement.
- c. Must meet eligibility requirements for health insurance in retirement from the Rush-Henrietta Central School District, as described in Article 15, Section 4.
- d. Must submit to the District an irrevocable letter of intent to retire at least six months in advance of the retirement date.

Section 8.

The District will provide a sufficient number of sick leave days as a bridge to the long-term disability plan for any member who will be out of work for at least twenty [20] consecutive days due to illness or injury and who has used up all accumulated sick leave. This benefit may be used by any unit member one time only.

Section 9. Group Long-Term Disability Program

- a. While receiving disability insurance income, an employee shall be classified as on "in-service medical leave" as determined by the District.

- b. The program structure is that provided by the insurance carrier as described herein under "Group Long Term Disability Program," attached as Appendix A. The District will provide without cost to the employee the program benefits specified by the insurance carrier, or equivalent benefits through another vehicle.
- c. Employment rights, job security and benefits, other than disability insurance payments, for employees shall cease after twelve [12] continuous months of disability insurance income.

If after the twelve [12] continuous months the employee may be permanently disabled, the District will assist that employee in applying for permanent disability retirement. Employees whose employment rights cease hereunder will be considered for future vacancies in comparable positions if no longer disabled.

- d. The District will pay employees hired prior to December 31, 1987 the difference between the employee's annual salary and total disability benefits, on a daily basis, for ninety [90] work days or through expiration of accumulated sick leave, whichever is greater. The employee may opt to reserve accumulated sick leave for use after return from disability leave.
- e. The District will pay employees hired after December 31, 1987 the difference between annual salary and total disability benefits through the expiration of accumulated sick leave. It is understood that the employee may opt to reserve accumulated sick leave for use after return from disability leave.

Section 10.

Classified Civil Service employees covered by this negotiating agreement who, as of January 1, 1982, had accrued but unused sick leave days to their credit shall be entitled to have that number of accrued but unused days, up to a maximum of 165, applied for purposes of Section 41j of the New York State Employees' Retirement System. Such accrued but unused days, however, may not be used as sick leave days resulting from that employee's personal illness or disability.

Section 11. Worker's Compensation

- a. Any administrator who is injured on the job shall immediately notify his/her immediate supervisor and, in addition, that administrator shall fill out the appropriate accident form within twenty-four [24] hours from the time of the injury.
- b. All administrators shall be required to sign over to the District all daily worker's compensation insurance payments as long as the administrator receives sick leave pay from the District, pursuant to sick leave provisions of this Article.
- c. The District, after receiving such payments, pursuant to Section [b] above, shall restore to the administrator's credit sick leave time equal in value to the payment amounts received by the District.

ARTICLE 12
DEATH IN THE IMMEDIATE FAMILY

Section 1.

Five [5] days' absence with full pay shall be allowed for the death of a parent, child or spouse/household partner. Three [3] days absence with full pay shall be allowed for the death of step-parent, step-child, sibling, grandparent, grandchild, mother/father-in-law, brother/sister-in-law, son/daughter-in-law.

Section 2.

There shall be no accumulation of such leave.

ARTICLE 13
LEAVE OF ABSENCE

Section 1.

The Board, may, at its discretion, grant leaves of absence without pay when in its opinion such a grant would benefit the District and there is reasonable expectation that the recipient will return to his/her position in the District.

Section 2. Child Bearing-Child Rearing

- a. The child-bearing portion of this leave will permit the employee to use her accumulated sick leave to recover from the effects of childbirth.
- b. In addition to the child-bearing leave, the Superintendent may, in his/her discretion, approve additional "child-rearing" leave which shall be offered on an equal basis to all administrators, regardless of gender. If approved, the child-rearing leave shall be on an unpaid basis and such leave shall not exceed two [2] years.
- c. Requests for unpaid leave shall be directed to the Superintendent, or designee. Except in emergency situations, requests for such leave shall be submitted at least one [1] month in advance of the requested commencement date for such leave. All such requests shall be in writing, setting forth the dates on which such leave would occur if approved.
- d. In accordance with Article 11, accumulated sick leave may be used, prior to beginning an unpaid leave, if the employee is physically unable to perform assigned duties.
- e. If an employee does not wish to apply any of her accumulated sick leave to the period of absence attributable to pregnancy, delivery and recovery from delivery, such employee may request a child-rearing leave for a period not to exceed two [2] years. If an employee wishes to adopt a child, such employee may request a child-rearing leave for a period not to exceed two [2] years provided the adoptive child is not of school age.
- f. An employee on a child-rearing leave must notify the chief Human Resources officer, in writing, by April 1 of the date on which he/she wishes to resume his/her duties. To the extent possible, reinstatement shall be to the position the employee left. If such position is not available, the

employee shall be reinstated to as comparable a position as may be available without displacing another employee. Reinstatement shall be at the beginning of a school semester.

- g. The duration of any such leave of absence, including any mutually agreed-upon extension thereof, shall not be credited administrative experience for calculating accrual of any benefits under this Agreement.

Section 3.

The time spent on any paid leave of absence using accumulated leave shall be credited toward salary increases per Article 24, Section 1. The time spent on any unpaid leave of absence shall be credited for salary increases as follows: If an employee is on unpaid leave for more than six months but less than nine months, they will be entitled to half of their next scheduled negotiated contractual increase. If an employee is on unpaid leave for more than 9 months, they will not be entitled to their next scheduled negotiated contractual increase.

Section 4.

An Administrator on an approved, unpaid leave of absence may continue enrollment, at his/her own expense, in the health insurance programs provided by the District. The Administrator shall make arrangements, through the District's Business Office, for payment of the premiums.

Section 5.

All leave and benefit provisions of this contract will be counted toward the leave and benefit provisions of the Family and Medical Leave Act of 1993, where applicable. Family and Medical Leave Act leave and benefits will be applied if the contractual leave and benefits provide less than the Family and Medical Leave Act.

ARTICLE 14 **FELLOWSHIPS**

Section 1.

Upon the recommendation of the Superintendent, the Board may grant fellowships for study, research, travel or any other activity designed to improve professional competence and benefit the District.

Section 2. Application

- a. All employees covered by this Agreement who have completed three [3] years of employment may make application for a fellowship.
- b. Application shall be submitted to the Superintendent no later than February 1 of the year preceding the academic year for which the fellowship is requested.
- c. Each application shall be submitted on forms supplied by the Board and must include a statement of the definite purpose for which the fellowship is requested, and in addition:
 - i. If for study, the name of the institution at which the applicant intends to study and the courses to be pursued;
 - ii. If for research, an outline of the project;

- iii. If for travel, a plan of travel; or
- iv. If for any other activity, an appropriate outline of the project or plan of action.

Section 3. Selection

- a. A fellowship may be granted for projects of up to one [1] full year in duration.
- b. There shall be a maximum of 2 fellowships available to unit members, which may be granted in any year. The number to be granted, if any, shall be at the discretion of the Board.
- c. Selection of fellowship recipients shall be based upon:
 - i. The value to the employee and School District of the proposed project;
- d. Applications for a fellowship shall be reviewed by a fellowship committee consisting of [1] the Superintendent, or his designee, [2] one member of the Board of Education, [3] the President of the Association, or his/her designee, or a previous fellowship recipient covered by this Agreement and [4] an individual chosen by the applicant. The committee's recommendation shall be based upon a careful evaluation of all available sources; and if an applicant is recommended, that recommendation shall be submitted by the committee to the Board.

Section 4. Fellowship Administration

- a. Fellowship recipients shall receive their full salary during the term of their leave. Specific arrangements for the method of payment will be made by consultation between the recipient and the Board.
- b. The duration of the fellowship shall not be counted as a period of credited administrative service for purposes of this Agreement, nor for accrual of other benefits.
- c. Acceptance of a fellowship shall not preclude the recipient's simultaneous acceptance of a grant or fellowship from another institution designed to facilitate the proposed project. In that event, the recipient shall not be entitled to any tuition reimbursement from the District.
- d. Acceptance of a fellowship shall not negate nor prejudice the right of an employee to take at any time, with the prior approval of the Board of Education, a scholarship or other special opportunity to teach or study outside of the Rush-Henrietta system.
- e. Recipients of fellowships must present to the Superintendent and/or the Board of Education a comprehensive report of their completed project, travel or studies within a reasonable time after returning to their regular school duties.
- f. It is expected that fellowship recipients shall return to the District upon expiration of the fellowship period and shall thereafter remain in the service of the School District for a period of time at least equal to the duration of the fellowship leave.

ARTICLE 15
HEALTH INSURANCE

Section 1.

The District will offer through the Rochester Area Schools Health Plan II the following health care plans or plans equivalent in benefits: BluePoint 2 Value and the Signature High-Deductible Health Plan (HDHP). BP2 Value will serve as the base plan for the Association.

Effective January 1, 2024, the District will contribute 82% to the annual premium cost of BP2 Value. Effective January 1, 2025, and annually thereafter, the District will contribute 81% to the annual premium cost of BP2 Value.

For employees enrolled in the BP2 Value health plan, the District shall make an annual contribution of \$2,500 to the employee's Health Reimbursement Account (HRA).

For all qualified employees who choose to enroll in, or who are currently enrolled in, the Signature HDHP, the following shall apply:

The Signature HDHP will become their base insurance plan. If, at any time, they enroll in the BP2 Value plan the employee will be responsible for paying the difference between the District contribution allowance for the Signature plan cost and the cost of the Value plan. The annual District allowance for the Signature plan shall be as follows:

Effective Jan. 1, 2025:	\$8,500 Single, \$21,500 all other plans
Effective Jan. 1, 2026:	\$9,200 Single, \$22,500 all others
Effective Jan. 1, 2027:	\$10,000 Single, \$23,500 all others

If the allowance for the Signature HDHP exceeds the premium cost of the plan in any given year, the difference shall be paid to the member through payroll.

For employees enrolled in the Signature HD Health Plan, the District will provide a Health Savings Account (HSA) and shall make annual contributions to the HSA as follows:

First two calendar years of enrollment:	\$1,800 Single Plan/\$3,600 All other plans
All subsequent years of enrollment:	\$900 Single Plan/\$1,800 All other plans

Administrators who qualify for enrollment in District health insurance are annually eligible to receive \$2,500 for opting out of the contract.

A unit member who has received payment to opt-out of District coverage may return to District coverage anytime during the year if unforeseen circumstances arise. The member will return a prorated share of the opt-out payment to the District, and unit members' contributions will be adjusted accordingly.

The District will make dental insurance available to employees and will contribute up to \$500 towards the annual premium, effective January 1, 2025.

Section 2.

It is understood and agreed that the adoption and implementation of this Health Fund is dependent upon the district's ability to obtain a favorable ruling from the Internal Revenue Service that this Fund is a tax-exempt fund. In the event that these funds become taxable, the parties will re-open negotiations on Article 15.

Section 3.

The administration of this plan, the benefits provided by the plan, and the interpretation of the plan will be the responsibility of the Fund Administrator. The decision and judgment of the Fund Administrator shall be final and binding, except as may otherwise be provided by applicable State or Federal statute, but in no event shall the Fund Administrator's interpretation or decision be subject to the Grievance Procedure under this Agreement.

Section 4.

Administrators who retire from the Rush-Henrietta School District who, at the time of the effective date of their retirement are at least 55 years of age, retire under the New York State Teachers' and/or Employees' Retirement Systems and have at least ten [10] years of consecutive full-time service with Rush-Henrietta immediately before the effective date of their retirement may carry into retirement District health insurance coverage at their own expense. Retired administrators may elect to purchase health insurance through the District's group plan until age 65 at which time they may convert to a district sponsored Medicare plan, at their own expense. The retiree will pay the total cost of the premium. Subject to applicable laws, retiring administrators receiving payments towards health insurance will have those funds deposited in an employee health care account as described below.

Administrators who retire from the Rush-Henrietta School District, according to the criteria above, on or after July 1, 2024, shall receive an annual district contribution toward health insurance of \$18,000. Retirees are eligible for the contractual retirement health contribution that was in effect on their last day of employment. This contribution shall be placed in the administrator's health care fund (Article 15). There shall be no lump sum option. Administrators with less than ten (10) years of consecutive full-time service with Rush-Henrietta immediately before the effective date of their retirement will have this retirement benefit pro-rated as follows:

- | | |
|-------------------------------|--------------|
| • Five (5) consecutive years | 50% benefit |
| • Six (6) consecutive years | 60% benefit |
| • Seven (7) consecutive years | 70% benefit |
| • Eight (8) consecutive years | 80% benefit |
| • Nine (9) consecutive years | 90% benefit |
| • Ten (10) consecutive years | 100% benefit |

Section 5.

Under Section 2 above, the District's obligations shall automatically cease ten (10) years after the date of retirement. If the retiree dies before reaching the tenth anniversary of retirement, the District shall pay on behalf of the surviving spouse, if any, the annual premium for the Single plan capped at the District's contribution rate. Such contribution shall cease upon the earlier of the death of the surviving spouse or the date on which the retiree would have reached the tenth anniversary of retirement.

In electing this provision, the employee agrees to remit to the District through electronic deductions, by the twentieth day of the month, the employee's share of the premium for the succeeding two (2) months. Failure to make said advance payment shall entitle the District to cancel the retiree's (and/or

spouse's) coverage. Following such cancellation, the District shall be completely relieved from any further payments on behalf of that retiree (and/or spouse).

Section 6.

Nothing contained in this Article shall prevent the District and the Association from negotiating a modification, abolition or replacement of the existing insurance coverage. Such negotiations shall be binding upon the retirees and spouses.

Section 7.

In the event that an employee selects or utilizes any District-sponsored health insurance plan coverage or benefits in a manner that causes the employee to receive an "excess benefit", or any rule or regulation regarding "excess benefit" health plans as described in the Patient Protection and Affordable Care Act (ACA), the parties agree to immediately meet upon the District's request to discuss and agree upon a solution to avoid the taxation. If after 90 days from the District's request an agreement is not reached, the District and the employees enrolled in the excess benefit ("Cadillac") plan will be responsible for equally sharing the cost of any resulting excise tax that is imposed upon the plan, the plan sponsor, plan administrator or the District.

ARTICLE 16
GROUP INSURANCE

Section 1.

Upon submission of a written application for coverage under the Group Life Insurance Policy, the premium costs for the Policy are to be paid in full by the Board. During the first three [3] years of coverage, the amount will be the employee's salary to the next \$1,000. After completion of three [3] years of continuous coverage under the policy, the amount will be twice the employee's annual salary to the next \$1,000. Both coverages are subject to a maximum benefit of \$350,000.

Section 2.

- a. Administrators who retire from the Rush–Henrietta School District and who have completed a minimum of ten [10] years of employment immediately before the effective date of the administrator's retirement, and who have been in the District's group term life insurance program for at least the last five [5] consecutive years of employment immediately preceding retirement, may carry the group term life insurance into retirement. The face value of the retiree's policy shall be equal to twice the final year's salary, to the nearest \$1,000 [double coverage] subject to a maximum policy value of \$350,000.
- b. The premium for this policy shall be borne by the District.
- c. At age 65, the face value of the retiree's policy shall be reduced to \$5,000 and at age 70, coverage shall cease.
- d. If the administrator elects to convert the term coverage to individual whole life, the District's obligation to pay premiums for that individual ceases.
- e. Nothing contained herein shall prevent the District and the Association from negotiating a change, modification or abolition of the group term life insurance policy. Such negotiations shall be binding upon the retiree.

ARTICLE 17
RETIREMENT PLANS

Section 1.

Certificated and classified employees covered by this Agreement shall be covered by and have contributions made by the District on their behalf to the New York State Teachers' and Employees' Retirement Systems.

Section 2.

All classified employees shall be covered by and have contributions made on their behalf to the New York State Retirement System as provided in Sections 41j, 41k, 43g, 75e and 75i of the New York State Retirement and Social Security Law and Section 243[4] of the New York State Military Law, all in accordance with a resolution adopted by the Board dated June 30, 1971.

Section 3.

The terms "retire" and "retirement," as used throughout this Collective Bargaining Agreement, are defined by TRS and ERS as one of two types of retirement benefits: Service Retirement (you're 55+ years old and are vested), or Disability Retirement (totally & permanently incapacitated from employment with 10 years in the Retirement System) and involve separation from employment, with the intent to begin receiving pension benefits under the appropriate New York State Retirement System. Unit members must verify in writing that it is their intention to begin pension benefits under the appropriate New York State Retirement System in order to receive retirement benefits provided for in the Collective Bargaining Agreement.

Section 4.

Subject to applicable laws, all payouts made at the time of retirement will be deposited in a non-elective 403[b] employee contribution account according to the following guidelines:

- a. At the time of retirement, all calculations shall be made as to payouts and limitations as to deposits into non-elective 403[b] employee contribution account.
- b. From the payout entitled to the retiree, the maximum allowable contribution to an existing non-elective 403[b] account will be deposited within thirty [30] days of the retirement date.
- c. From the payout entitled to the retiree remaining (if any), the maximum allowable contribution to a non-elective 403[b] will be deposited by February 28 of the calendar year following the effective date of retirement. The retiree must verify this with the district during the month of January (following the effective retirement date) to avoid forfeiture of payout.
- d. Any remaining payout entitled to the retiree, and above the two allowable contribution levels as described above, shall be distributed in the form of a cash payout within thirty [30] days of the retirement date.
- e. At the time of retirement, the District will provide the retiree with two letters. The first will include the amount of payout contributed to a non-elective 403[b] employee contribution vehicle within thirty [30] days of the effective retirement date and the amount (if any) of the cash payout within thirty [30] days of the effective retirement date. The second will include the amount (if any) of payout contributed to a non-elective 403[b] by the end of February of the calendar year following the effective date of retirement. The retiree must present this letter to the District in January as verification and to avoid forfeiture of said payout.

ARTICLE 18
TRAVEL / CELL PHONES

Section 1.

Employees whose regular duties require travel within or outside the School District shall be paid at the maximum mileage rate established by the Internal Revenue Service for the use of their own vehicle.

Section 2.

Reimbursement for mileage will be made upon presentation of a properly executed and approved claim voucher. Vouchers should be in the Business Office by the first of each month covering mileage driven during the preceding month. Employees must pay all costs of all trips from their personal funds before reimbursement can be made.

Section 3.

Administrators recognize as part of their professional responsibility that there may need to be timely communication both during and after school hours. Personal contact information, including cell phone numbers, will be made available to employees of the district for District Business only.

ARTICLE 19
PERSONAL LEAVE

Section 1.

Paid leave of absence not to exceed five [5] days per year may be used for personal business, which cannot be taken care of outside normal working hours. Such leave may not be used on the day before or the day after a holiday or a scheduled vacation, except with the prior approval of the Superintendent, or designee.

Except under emergency conditions, the employee shall give notice in writing at least two [2] days in advance of the day on which personal leave is to be used. The written notice shall indicate one of the following reasons for the use of personal days:

1. Personal or family legal or financial business
2. Observance of a religious holiday
3. Emergency situation which directly affects the member or family

Section 2.

An individual employee may request an unpaid leave of absence for compelling personal reasons, which cannot be taken care of outside the regular work hours. Such requests shall be made in writing, on the District wide form, to the Superintendent, or designee.

Section 3.

Unused personal leave shall be converted to sick leave at the end of each school year.

Section 4.

Abuse of the provisions of this Article may subject an individual employee to disciplinary action.

Section 5.

If a unit member has exhausted his/her personal leave under Sections 1 and 2, or bereavement leave under Article 12 where applicable, and due to extreme family illness or death in the immediate family

requires additional leave, he/she may submit a written request to the Superintendent to request additional leave. Extension of this leave shall be at the discretion of the Superintendent of Schools.

Section 6.

If the administrator leaves employment and has used more days than remain after the prorated deduction of personal days, the amount due to the District shall be deducted from the unit member's final paycheck at a rate of 1/240 of the final-year base salary. The prorated deduction of personal days shall be calculated by using a rate of 1/12 of the allotment per month for those not employed for the remainder of that fiscal year.

ARTICLE 20
GRIEVANCE PROCEDURE

Section 1.

It is the purpose of this grievance procedure to secure at the lowest possible administrative level equitable solutions to alleged grievances.

Section 2.

- 2.1 For the purposes of this Agreement, a grievance shall be defined as a dispute or controversy arising out of an alleged misapplication or misinterpretation of the terms of this Agreement, excluding those Articles and sections dealing with Salary, Contract, Employees, Performance Appraisal, Health Fund, Work Incentive, and Article 11, Section 6.
- 2.2 Association. Association shall mean the Administrators' Association of Rush-Henrietta.
- 2.3 Aggrieved Party. Aggrieved Party shall mean any individual, group of individuals or the Association as the representative of its members covered by this Agreement, who allege a grievance. If the alleged grievance directly affects 25% or more of the total number of employees then covered by this Agreement, the grievance may be pursued by the Association and be moved directly to Section 5.2 of this Article."

Section 3.

- 3.1 Each written grievance shall include the name and position of the aggrieved party, the specific Article and Section of this Agreement involved in the said grievance, the time and place where the alleged events or conditions constituting the grievance occurred, the identity of the party allegedly responsible for causing the existence of the said events or conditions, if known, and a statement of the nature of the grievance and redress sought by the aggrieved party.
- 3.2 Nothing contained in this Article shall be construed as limiting the right of any employee allegedly having a grievance to discuss the matter informally with any appropriate member of the Administration.
- 3.3 Nothing contained in this Article shall be deemed to require an employee to pursue the procedures herein provided.
- 3.4 The aggrieved party may be represented at any step of the grievance procedure by a representative of his/her own choosing.

Section 4.

- 4.1 No alleged grievance shall be entertained and will be deemed waived unless presented at the first available stage within fifteen [15] school days after the aggrieved party knew, or should have known, the act or conditions on which the grievance is based.
- 4.2 If an aggrieved party fails to appeal an unsatisfactory disposition of his alleged grievance to the next step of the procedure within the specified time limit, the grievance will be deemed to be discontinued and further appeal shall be barred.
- 4.3 Failure at any step of the grievance procedure to communicate a decision to the aggrieved party within the time limit specified shall permit the lodging of an appeal to the next step of the procedure within the time which would have been allotted had the decision been communicated on the final day.
- 4.4 The time limits provided herein may be extended by mutual agreement in writing between the aggrieved party and the Superintendent.

Section 5. Grievance and Review

5.1 Step 1

- a. Any employee within the negotiating unit covered by this Agreement having an alleged grievance shall discuss it first with his or her immediate supervisor with the objective of resolving the matter informally. If the matter is to be resolved informally and if the immediate supervisor is another employee within the same negotiating unit, then that supervisor shall review the grievance and his or her proposed informal resolution with the Superintendent, or designee. The Superintendent, or designee, retains the right, at his/her sole discretion, to determine whether the grievance should be resolved informally and if so the nature and form of the resolution.
- b. If the grievance is not resolved informally, and if the allegedly aggrieved employee wishes to pursue the grievance, it shall be reduced to writing on the approved form and presented to the aggrieved party's immediate supervisor within two [2] school days after the date of the discussion at 5.1[a] above. Within two [2] days after the written grievance is presented, the immediate supervisor shall render a decision in writing and present that decision to the aggrieved party. If the immediate supervisor is another employee within this same negotiating unit, then that supervisor shall review his or her written disposition of the grievance with the Superintendent, or designee, prior to submitting the answer to the aggrieved party. The Superintendent, or designee, retains the right in his/her sole discretion, to direct such immediate supervisor to deny the grievance or, if the Superintendent believes the grievance has merit, to determine the nature of the remedy, if any, to be accorded.

5.2 Step 2. Superintendent

- a. If the grievance is not satisfactorily resolved at Step 1 and if the aggrieved party wishes to proceed further under this grievance procedure, said aggrieved party, within five [5] school days, shall present the written grievance and the immediate supervisor's answer, if any, to the Superintendent.
- b. Within five [5] school days after the written grievance and written answer, if any, is presented to him/her, the Superintendent, or designee, shall convene an informal conference with the aggrieved party.

- c. Within fifteen [15] school days after the close of the conference, the Superintendent, or designee, shall present his/her written decision to the aggrieved party.

5.3 Step 3. Arbitration

- a. If the grievance is not satisfactorily resolved at Step 2 and if the aggrieved party wishes to proceed further under the grievance procedure, said aggrieved party shall present the written grievance and the written answers, if any, from Step 1 and Step 2 simultaneously to the Association's Grievance Committee and the Superintendent within five [5] school days of the decision at Step 2. If the Association's Grievance Committee determines that the alleged grievance is meritorious and that appealing the grievance is in the best interest of the school system, it may submit the grievance to arbitration by written notice to the Superintendent within ten [10] school days after presentation of the grievance to the grievance committee.
- b. Within five [5] school days after such written notice of submission to arbitration the Association shall request from the American Arbitration Association a list of seven [7] arbitrators from which list the Superintendent, or designee, and the Association shall select an arbitrator for the grievance in question.
- c. The arbitrator shall have no power to add to, subtract from or modify any of the provisions of this Agreement and shall have only the power to interpret what the parties to the Agreement intended by the specific clause of the Agreement which is in issue.
- d. No decision of an arbitrator shall create the basis for retroactive adjustment in any other case.
- e. No arbitrator shall decide more than one grievance on the same hearing except by mutual agreement between the Association and the Superintendent.
- f. The decision of the arbitrator shall be final and binding upon the parties. The fees and expenses of the arbitrator and the costs of the hearing room shall be shared equally by the School District and the Association. All other expenses shall be borne by the party incurring them.

ARTICLE 21 **FLEXIBLE SPENDING ACCOUNT**

The District provides a Flexible Spending Account for dependent care and out-of-pocket medical expenses.

ARTICLE 22 **JOB POSTING**

Section 1.

The district shall publicize all bona fide administrative vacancies, allowing for internal candidates to respond to the Assistant Superintendent for Human Resources, via email, with a letter of interest and updated resume to show interest in the position. Such internal posting shall be digitally communicated to all unit members.

Section 2.

The District and the Association recognize that the District may create administrative duties that differ from the essential aspects of an administrator's basic employment functions and/or assign the performance of established duties in a different department that may result in impact bargaining. The parameters for such assignments are described below:

- a. The District and the Association recognize that the District may create administrative positions that assign administrative duties that differ from the essential aspects of an administrator's basic employment functions and/or assign the performance of established duties in a different department that may result in impact bargaining.
- b. If the District determines that there is need for an administrative position that requires performance of (a) administrative duties that differ from the essential aspects of the administrator's basic employment function and related incidental tasks more than 20%, but not to exceed 50%, of the administrator's weekly work time, or (b) essential aspects of the administrator's basic employment function and related incidental tasks more than 20% of the administrator's weekly work time in a different department, the District will consult with the Association regarding the job duties and plan for implementation.

This consultation will provide a forum to identify and discuss potential problems and Association concerns with the position and, where agreement can be reached, resolve those issues. Any agreed-upon changes shall be drafted into the position description, which shall be shared with the Association prior to the posting and filling of the position. In the situation that agreement cannot be reached at this stage on the issue of additional compensation, it is agreed that the position will go forward. At six (6) months into performance of the position, if the Association believes that it has sufficient data to justify additional compensation, the Association may, in its discretion, demand impact bargaining.

- c. Following such consultation, the District will post the position internally to determine whether there are any interested administrators.
- d. Any interested internal administrators will be interviewed and considered for the position.
- e. If, after interviewing any internal candidates, there are no qualified candidates that the District would like to hire, the District may, in its discretion, submit the posting for consideration of external candidates, in which case there will be no impact bargaining as set forth within paragraph 2, and/or involuntarily transfer an administrator for a period not to exceed one school year, unless otherwise agreed to in writing between the parties.
- f. If the parties do not otherwise agree to extend the one-year period, the District will follow the above procedure if it determines that the position is still needed.
- g. The final decision on transfer will remain with the District, though nothing contained within this Agreement may allow the District to circumvent NYS Tenure Law.

Section 3.

For various reasons, there could be a situation where an administrative position cannot be filled for a period of time with a temporary hire. The language below addresses these situations in terms of if/when compensation will occur for duties being covered by unit members.

1. Compensation for temporary vacant position coverage

- a. When a unit member is absent from her/his duties for a period not exceeding ten (10) consecutive days, an administrator assigned to cover the duties of that position, in addition to her/his regularly assigned duties, the covering unit member shall not be entitled to any additional compensation.
- b. When a unit member is absent from her/his duties for a period exceeding ten (10) consecutive days, the administrator assigned to cover that position, in addition to her/his regularly assigned duties, the covering unit member shall be entitled to additional compensation starting on the eleventh (11th) workday as set forth herein.
 - i. In the coverage of positions that are school building based:
 1. For days when students are not in session, the covering unit member will receive a stipend of \$60 per workday actually worked.
 2. For days on which students are in session, the covering unit member will receive a stipend of \$120 per workday actually worked.
 - ii. In the coverage of positions that are not school building based, the covering unit member will receive a stipend of \$90 per workday actually worked.
 - iii. Should the covered vacancy duties be split between 2 or more-unit members, the required stipend shall be split proportionally between the assigned unit members.
 - iv. On a given workday, if the assigned stipend is proportionally split between more 2 or more-unit members and one or more are absent, the entire stipend will be split between the remaining members who worked on that day. The aggregate amount paid will be the same as the daily amount set forth above.

ARTICLE 23 **EMPLOYMENT YEAR**

Section 1.

Ten-Month Employees: The employment year for ten- [10] month employees shall be from September 1 through and including the following June 30.

Section 2.

Eleven-Month Employees: The employment year for eleven- [11] month employees shall be from September 1 through and including the following June 30, with the eleventh [11th] month being scheduled by the Superintendent, or his designee, and the individual's supervisor, to fall between July 1 and August 31.

Section 3.

Twelve-Month Employees: The employment year for twelve- [12] month employees shall be from July 1 through and including the following June 30.

ARTICLE 24
SALARY

Section 1.

- a. Effective July 1, 2024, the following salary ranges are established for certified administrative positions:

Principal	\$ 100,000-\$166,635
Director	\$ 95,000-\$144,060
Assistant Principal/Coordinator	\$ 80,000-135,000

- b. Effective July 1, 2021, the following salary ranges are established for classified administrative positions:

Director and Architect	\$ 85,000-\$148,000
Coordinator	\$ 60,000 - \$120,100
Non-Supervisory	\$ 52,000 - \$108,200

- c. If any unit member should reach the maximum level within their salary range during the duration of this Collective Bargaining Agreement, and if the unit member submits to the District an irrevocable letter of retirement as defined in Article 17, the salary range maximum for that unit member shall be waived until separation. The letter of retirement must be submitted to the District prior to July 1st of the applicable school year, and the retirement date must be within two years of that July 1st. If the unit member chooses to submit the letter of retirement subsequent to the school year in which they reach the maximum salary, the next salary increase shall be based on the maximum salary; there shall be no “catch-up” raises for the period during which the unit member was subject to the maximum. To be eligible for this benefit, the letter of retirement must be submitted no later than July 1, 2025. This provision shall remain in effect through June 30, 2027.
- d. Salary increases over the duration of this Collaborative Agreement shall be as follows:

Effective July 1, 2024, the annual salary of unit members shall be increased using the following computation:

- Step 1: A lump sum amount shall be calculated that is equal to 23% of the full salary adjustment calculated for unit members by the District via a linear regression of regional administrative salaries, as related to a memorandum of agreement signed on January 13, 2023.
- Step 2: The lump sum amount calculated in Step 1 shall be added to the unit member's 2023-2024 base salary. This will not be retroactively paid for the 2023-24 fiscal year.
- Step 3: After applying the lump sum adjustments in Step 2 all unit members' 2024-2025 base salary shall be increased by 3.55%.
- Step 4: A lump sum of \$300 shall be added.

Effective July 1, 2025, the annual salary of unit members shall be increased by 4.0%.

Effective July 1, 2026, the annual salary of unit members shall be increased by 4.0%.

Section 2.

If an individual's original date of employment to a position within this negotiating unit occurs in the first quarter of the school year, the individual shall receive the full salary increase provided in this Article for the following school year; if the original date of employment was in the second quarter of the school year, the individual's salary shall be increased by two-thirds of the salary increase provided

for in this Article for the following school year; if the original date of employment was in the third quarter of the school year, the individual's salary shall be increased by one-third of the salary increase provided in this Article for the following school year; if the original date of employment was in the fourth quarter of the year, the individual's salary shall not be increased for the following school year. In calculating such percentages, the figure shall be rounded upward to the nearest one-half percent.

Section 3.

Unit members will be paid on the 15th day (or, in the event that the 15th day falls on a weekend or holiday, the last workday immediately preceding the 15th) and the last workday of each month (24 equal pays per school year).

Section 4.

All payments shall be made by direct deposit.

Section 5.

Subject to applicable laws, a unit member may elect to contribute a portion of his/her salary to any individual or group annuity plan, mutual fund, or custodial account which qualifies as a proper funding vehicle under Section 403(b) of the Internal Revenue Code.

ARTICLE 25 **PERFORMANCE APPRAISAL**

Section 1.

The Administrators' Association of Rush-Henrietta recognizes the right of the Chief School Officer and district-designated supervisors to appraise the performance of its members on an annual basis. The parties agree that a formal evaluation process will be used for administrators, beginning with a collaborative goal-setting process. Each supervisor will meet with each administrator under his/her supervision for the purpose of developing goals and priorities to be undertaken for the year, based on district priorities, school/program improvement goals, and the employee's individual professional growth interests and needs. This discussion will take place at a mutually convenient time, such as the annual evaluation meeting or a planning meeting at the beginning of the school year. The supervisor also will communicate to the administrator any changes to their routine responsibilities and duties at the beginning of each year. After this initial conversation, the administrator will draft their goals (in a format determined by the district). The administrator and supervisor will review these goals together and agree on additional refinements, if necessary. If there is disagreement on the finalized goals, the supervisor will have final discretion over the annual goals. These final goals will form the basis for the administrator's annual evaluation. During these discussions, supervisors will also raise issues of concern, which the administrator needs to address, if there are any. It is understood that the supervisor has a responsibility to provide assistance to the administrator in addressing these concerns.

The evaluation of school principals is governed by Education Law §§3012-c and 3012-d (the APPR law), and for as long as those statutes and related commissioner's regulations are in force, nothing in this agreement shall be construed as superseding the district's obligation to comply with APPR requirements on principal observation and evaluation. The District and Association shall enter into a separate MOA to address any changes in the requirements of Education Law 3012-d or any subsequent legislation and/or regulation.

During the school year, the administrator and supervisor are encouraged to meet between January 1 and February 28 to discuss the administrator's progress toward his/her goals and priorities. The year-end evaluation will be completed by September 1, although it is understood that periodic meetings to discuss work and work performance will take place during the year at the initiation of either party. It is understood that routine responsibilities, goals and priorities established at the beginning of the year may be modified in writing by mutual agreement of the parties during the year. The year-end evaluation will include a written overall assessment of the administrator's progress in meeting the agreed-upon routine responsibilities, goals and priorities. The year-end evaluation meeting will also include time for the administrator and supervisor to begin developing routine responsibilities, goals and priorities for the next school year. Every effort will be made to complete the mutual goal-setting process before the new school year begins. We recognize that there may be times when the administrator and supervisor are unable to reach agreement on routine responsibilities, tasks and priorities. When this occurs, the administrator and supervisor will call on the AARH President and chief Human Resources officer to jointly provide assistance in resolving the differences. It is understood that the year-end written evaluation is the responsibility of the supervisor, after following this process. The administrator may file a written response to the evaluation. Such response shall be attached to the evaluation and stored in the administrator's personnel file.

Section 2.

The parties recognize that there may be times when performance concerns emerge about an individual administrator. When this occurs, the supervisor is responsible for notifying the administrator of the specific nature of such concerns. As soon as possible thereafter, but no later than one [1] month after notification, the administrator and the supervisor will jointly develop a written improvement plan which is designed to address the concerns and to elicit improved performance from the administrator. This plan will also include a listing of resources and opportunities which the district will make available to the administrator [e.g., conferences, visitation, mentoring] as strategies for improvement. The plan will designate the length of the improvement plan and the frequency of meetings to discuss the administrator's improvement.

After the mutually agreed upon meetings, the supervisor will provide the administrator with a timely written summary of each meeting. The agenda for these scheduled meetings will be developed by the supervisor and the administrator. The administrator may submit artifacts to help the supervisor determine their progress toward their improvement plan. Ideally, the improvement plan will end when the performance concern has been resolved. If the performance improvement plan does not achieve desired results, it can be extended by the supervisor.

Section 3.

Effective with any Memorandum of Agreement signed between the District and AARH during 2012 and thereafter, new requirements pertaining to Annual Professional Performance Review (APPR) for affected unit members shall apply.

Section 4.

All unit members have the right to Association representation in meetings that involve, or may involve, discipline, including counseling memorandum. A unit member shall be afforded the opportunity to attach a response to any issued counseling memorandum.

ARTICLE 26

MENTORING PROGRAM

Section 1. Purpose

The District and the Association will participate in an Administrative Mentoring Program designed to build the leadership capacity and skills of new administrators in the District. The mentor will serve as a confidential partner to support the new administrator's professional growth as a leader. Both parties are expected to demonstrate a growth mindset, a willingness to collaborate, and openness to feedback for improvement - in the belief that "you don't have to be bad to get better."

The mentor will work closely with the new administrator to provide feedback for growth and development, and provide individualized support that addresses the administrator's interests, needs and goals. The mentor will provide timely, candid feedback, and maintain a high degree of professionalism, mutual respect and confidentiality.

The new administrator will engage in the mentoring process with an open mind, and receptivity to feedback. The administrator will follow through on all expectations and commit to accepting and implementing feedback in order to develop their capacity as a leader in Rush-Henrietta.

Section 2. Requirements

- Each new administrator will be assigned a mentor. ("New administrator" is defined as new to R-H regardless of years in prior districts, or changing to a new tenure-track position in R-H.)
- The mentor will be in the same job title (preferred).
- The mentor must be a tenured administrator or permanently appointed classified administrator.
- Probationary administrators may be assigned a mentor for a second year if there are concerns about job performance. Mentor and new administrator responsibilities in the second year will be as described in Sections 4 and 5.

Section 3. Selection Process

- As new administrators are hired, the Chief HR Officer and AARH President will work together to match mentors and mentees.
- Once the selected mentor is approved by the Superintendent, the Chief HR Officer will contact the mentor to offer them the position.
- To guarantee that all mentor/mentee matches are optimal for the newly hired administrator, a mid-way review of all mentor/mentee pairs, via individual conversations, will be performed collaboratively by the Director of Professional Development, Chief HR Officer and AARH President. If either the mentor or mentee requests a change, the Chief HR Officer and AARH President will work together to select a new mentor.

Section 4. Mentor Responsibilities

- Mentors will attend a mandatory training session prior to the start of the school year.
- The mentor will schedule face-to-face meetings with the mentored administrator twice a month.
- The mentor will observe the new administrator at least three times. These observations should focus on providing the new administrator with feedback related to learning district processes and priorities, as well as supporting the new administrator's professional goals.
- The mentor will arrange a peer observation of the mentor and another administrator.
- The mentor will keep a log of all activities.
- Mentors assigned to work with a new administrator will receive an annual stipend of \$1,500 from the District.

- Mentors assigned to work with two new administrators will receive an annual stipend of \$2,000 from the District, as part of cluster mentoring.

Section 5. New Administrator Responsibilities

- New administrators will attend New Teacher Orientation in August, per the schedule determined by the Professional Development Office.
- The administrator will observe the mentor at least three times per year in activities related to instructional leadership, teacher supervision and/or strategic planning (certified administrators) or district/department leadership, personnel supervision and/or operational management (classified administrators). These observations should be used to solidify the new administrator's understanding of district expectations and processes by observing these responsibilities in practice.

Section 6. Supporting Paid Interns

- No more than one (1) paid intern shall be assigned to any building or program and the supervising administrator shall not have responsibility for more than one paid intern at a time.
- The supervising administrator cannot serve as the district assigned mentor for this non-certified employee.
- The supervising administrator will receive an annual stipend of \$1,000 from the District.

ARTICLE 27 **EMPLOYEE ASSISTANCE PROGRAM**

The District will provide an Employee Assistance Program [EAP] for unit members. The EAP should be available for difficulties including, but not limited to, emotional or mental stress, chemical dependency, family and marital issues and financial problems. Employees and their dependents should be encouraged to seek help voluntarily through the EAP. The Superintendent or his designee may refer the employee to the EAP as part of a job performance remediation effort. Employees are assured that involvement with EAP will be strictly confidential and no record of the involvement may become part of the employee's personnel record.

ARTICLE 28 **COMPLETE AGREEMENT CLAUSE**

Section 1.

The Superintendent and the Association acknowledge that during the negotiations which resulted in this Agreement, each had the unlimited right and opportunity to make proposals with respect to any subject or matter not removed by law from the area of collective negotiations.

Section 2.

The understandings and agreements arrived at by the parties after the exercise of that right and opportunity are set forth in this Agreement.

Section 3.

The Superintendent and the Association agree that to promote a stable relationship, neither party shall, for the duration of this Agreement, be obligated to negotiate collectively with respect to any subject or matter not specifically referred to or covered by this Agreement.

Section 4.

If, during the term of this Agreement, the District adopts a change in an existing District-wide insurance plan which is currently applicable to individuals covered by this Agreement, such change shall be made applicable to such individuals covered by this Agreement. Similarly, if the District adopts and implements a new insurance program on a District-wide basis during the term of this Agreement, such new program shall be made applicable to the individuals covered by this Agreement.

The foregoing shall be subject to the specific terms of the changed or new programs.

ARTICLE 29
SAVINGS CLAUSE

This Agreement and all provisions contained herein are subject to all applicable laws. In the event that any Article, or any Section of any Article, of this Agreement is held by a court of competent jurisdiction to violate any such applicable law, said Article, paragraph or Section shall be rendered null and void but the remainder of this Agreement shall remain in full force and effect as if the violative portion had not been part of this Agreement.

ARTICLE 30
DURATION

The provisions of this Agreement, except as otherwise specifically provided, shall become effective as of July 1, 2024, and shall continue in full force and effect through and including June 30, 2027; and, unless either party gives written notice to the other at least 130 days but not more than 150 days prior to June 30, 2027; requesting to modify, amend or renegotiate this Agreement, then, in that event, said Agreement shall continue in full force and effect from year to year thereafter unless such notice is given not less than 130 days but not more than 150 days prior to the end of such subsequent school year.

APPENDIX A
GROUP LONG-TERM DISABILITY PROGRAM

BENEFIT AMOUNT: 60% OF SALARY

BENEFIT MAXIMUM: \$8,000 per month

BENEFIT PERIOD: To age 65 for Accident and Sickness; beyond age 65 for employees disabled after age 62.

ELIMINATION PERIOD: 90 consecutive days of total disability.

ELIGIBILITY: All active full-time administrators

BENEFIT REDUCTIONS: Compulsory programs, primary and family Social Security awards, some pension benefits.

EVIDENCE OF INSURABILITY: None; coverage is provided on a guaranteed-issue no medical.

DEFINITION OF DISABILITY: For Administrators, "own occupation," entire benefit period.

EXCLUSIONS: War, rebellion, self-inflicted injuries, or disabling injuries sustained during an event for which the employee was found guilty of committing a felony.

PARTIAL DISABILITY PROVISION: Yes, in own and other occupation. Disability benefits based on percent of loss does not require a period of total disability to qualify.

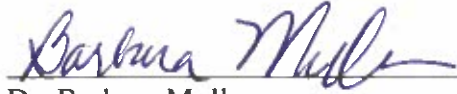
PRE-EXISTING CONDITION: Must be covered for twelve [12] months for a condition treated within three months of the effective date.

COST OF LIVING ADJUSTMENT: Benefit is increased by the lesser of the Consumer Price Index or 3% per year to help keep pace with inflation, subject to the benefit maximum.

OTHER PROVISIONS: As per long-term disability insurance policy.

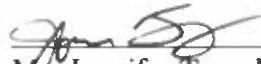
As agreed upon this 2nd day of August 2024:

FOR THE DISTRICT:

A handwritten signature in blue ink, appearing to read "Barbara Mullen", is written over a horizontal line.

Dr. Barbara Mullen
Superintendent of Schools
Rush-Henrietta Central School District

FOR THE ASSOCIATION:

A handwritten signature in blue ink, appearing to read "Jennifer Tomalty", is written over a horizontal line.

Ms. Jennifer Tomalty
President
Administrators' Association of Rush-Henrietta

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