

**Agreement
between the
Rush-Henrietta
Chief Executive Officer
and the
Rush-Henrietta
Employees' Association
Teachers' Chapter
2025-2028**

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Preamble

Whereas, the Board of Education of the Rush-Henrietta Central School District [hereinafter sometimes referred to as the Board] and the Rush-Henrietta Employees Association Teachers' Chapter [hereinafter sometimes referred to as the Association] recognize and declare that providing a quality education for the children of the School District is their mutual aim, and

In order to effectuate the provisions of Chapter 392 of the Laws of 1967 [the Public Employees Fair Employment Act as amended from time to time] to encourage and increase effective and harmonious working relationships between the Board and the professional employees of the School District, and

This Agreement is made and entered into on the day of June 18, 2025, by and between the Superintendent of Schools of the Rush-Henrietta Central School District No. 1 and the Association.

Article 1 **Recognition and No Strike**

Section 1.

Pursuant to the New York State Public Employees Fair Employment Act as amended, the Board has recognized the Association as the exclusive negotiating representative for all certificated employees in the instructional unit as defined in the Recognition Agreement adopted by the Board at its meeting on February 8, 1971, which agreement is attached hereto and made a part hereof as well as registered nurses, occupational therapists, and physical therapists. The instructional unit as defined in that agreement excludes the Superintendent of Schools, all Assistant Superintendents of Schools, the Administrative Assistant to the Superintendent of Schools, District Directors of subject matter fields, all Directors of Instruction, Recruitment, Employee Relations, Attendance, Medical Director, School Nurse Practitioner, all Building Principals and Assistant Building Principals and Central Office personnel.

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 No. 1 of the Towns of Rush, Henrietta, Pittsford, and Brighton of Monroe County, New York.

Article 2 **Negotiating Procedures**

Section 1.

As provided for in Article 41 of this Agreement, either party may request the commencement of negotiations for a successor Agreement.

Section 2.

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 Superintendent of Schools, 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.

Section 3.

If such renegotiation has been requested and if there be any unresolved issue[s] by one hundred twenty [120] days prior to the end of the district's fiscal year, then either party may declare the existence of an impasse and thereby invoke the impasse procedures of the New York State Public Employment Relations Board.

Section 4.

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

Section 5.

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 6.

A written copy of the negotiated agreement will be available to each unit member sixty [60] days after signature by both parties.

Article 3
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.

The Association acknowledges that, with respect to policy matters, the Superintendent and Administration cannot delegate their decision-making responsibility.

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

The Superintendent and Association acknowledge that such consultation must occur through existing administrative channels.

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

Administrative channels are mutually recognized as the appropriate vehicle for the submission, refinement and continued study of information and recommendations made by the staff.

If the president of the Association finds that the above channels are not functioning, they may approach the Superintendent directly and transmit to them 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 matter specified in the request. A copy of the request shall be sent to the Superintendent.

Article 4 **Building/District Advisory Committees**

Section 1.

Each school principal shall establish a building advisory committee that shall meet at least once a month.

Section 2.

In an effort to improve communications, a joint labor/management committee shall be created. This committee shall meet at least quarterly at a time and location that is mutually agreeable. An agenda will be established prior to such meetings as agreed upon by committee representatives and shall focus on problem-solving, grievance resolution, and issues arising between contract negotiations. The committee shall consist of the Superintendent and up to three additional administrators and the Association President and up to three additional unit members.

Article 5 **Safety Committee**

The District-wide safety committee will have one representative from each recognized bargaining unit with an equal number of District representatives. The committee will meet at least quarterly to discuss issues of employee health and safety and shall make recommendations to the Superintendent. The District will notify the Association and Safety Committee of major construction work occurring in school buildings. The Association representative from the affected building may request to meet with the District monthly regarding the construction. Additional individuals may be involved as necessary. At this meeting, safety and health issues concerning the construction will be discussed. The District will notify the Association of any requests/complaints received from unit members, inform the Association of how the District is dealing with those requests/complaints and keep the Association informed of any further developments with those requests/complaints.

Article 6 **Certification**

Section 1.

Any certificated probationary teacher working more than one [1] period per day outside of that teacher's area of certification shall be required to complete at least six [6] hours of approved college credit required for New York State certification in the field in which the employee is teaching without certification before September 1 of the second year of probation, and twelve [12] such approved credits before September 1 of the third year of probation. Probationary teachers who have not completed all requirements for Initial or Provisional certification before April 1 of their third year of probation will not be recommended for tenure appointment.

Section 2.

Initial or Provisional certificated tenure teachers who do not complete the requirements for Professional or Permanent certification by the date of the expiration of the Initial or Provisional

certificate will not be continued in active teaching service beyond the end of the school year in which such provisional certification expires.

Section 3.

The Superintendent and the Association agree that a teacher may be temporarily assigned to teach outside of the employee's major or minor field of preparation if, in the opinion of the school principal and the Superintendent or designee, a need exists.

Section 4.

No teacher shall be permanently assigned outside of the employee's major or minor fields of preparation without the employee's consent.

Section 5.

Every effort will be made to employ only certificated teachers for permanent positions.

Article 7
Teaching Hours

Section 1.

The normal workday for teachers in grades Pre-K-6 shall be 7 hours, and the normal workday for teachers in grades 7-12 shall be 7½ hours. Starting and ending times for librarians, music, LOTE teachers, technology teachers and counselors at the secondary level, Teachers on Special Assignment K-12, and music teachers in grades 4-6 (refer to Appendix D), may be adjusted by no more than one [1] hour total. Teachers who have an earlier start time will not be required to attend scheduled faculty or department meetings on that day. The Association will be notified of all individuals who have starting and ending time changes.

For the purposes of this agreement, schools that include grades Pre-K-6 are defined as “elementary schools,” and schools that include grades 7-12 are defined as “secondary schools.”

Section 2.

Each teacher shall have a lunch period free from assigned duties of at least thirty [30] minutes.

Section 3.

Those employees who are designated by the District as "traveling teachers" shall have not less than thirty [30] minutes per day for required, job-related travel between and among buildings of the District. For those teachers who travel among more than two buildings during any school day, this time shall be treated as that employee's administrative assignment. The traveling teacher shall be reimbursed for mileage between assigned schools at the Board-approved rate. The District shall designate a home school for each traveling teacher. Notification of home school will be given to each traveling teacher by no later than September 30.

Section 4.

Teachers in grade Pre-K-3 schools shall have fifty (50) minutes per day of consecutive time not assigned to instruction or supervision of students during the workday, exclusive of lunch time.

Teachers in grade 4-6 schools shall have fifty (50) minutes per day of consecutive time not assigned to instruction or supervision of students during the workday, exclusive of lunch time.

Teachers in secondary schools shall have a weekly average of seventy (70) minutes per day of time not assigned to instruction or supervision of students during the workday, exclusive of lunch time, at least thirty-five (35) minutes of which will be consecutive.

Section 5.

District or building-level meetings outside the teacher workday will be scheduled on Wednesdays or Thursdays. Such meetings will be scheduled up to two (2) times per month. Meetings will last no longer than sixty (60) minutes, exclusive of transition and travel time. At schools where the teacher workday begins after 8:30 a.m., the District has the discretion to schedule such meetings prior to the teacher workday. Before-school meetings will end at the start of the teacher workday. At all other schools, such meetings will take place after the teacher workday. After-school meetings will begin no later than ten (10) minutes after the conclusion of the teacher workday. Meetings may be combined with district-directed conference periods that occur at the start or end of the workday.

In lieu of one of the two scheduled monthly meetings described in the previous paragraph, the District may schedule a department-wide/program meeting with all unit members from specific Pre-K-12, Pre-K-6, or 7-12 departments or content areas. Such meetings will begin no later than ten (10) minutes after the conclusion of the latest workday of the unit members who are required to attend the meeting. Such meetings will be scheduled individually at the discretion of each program director but may be scheduled no more than four times per school year in any individual department or content area, unless requested by unit members. For district-wide meetings including unit members in 4-6 buildings, no more than two (2) meetings can be scheduled per year. As referenced in Article 7, Section 6, if the number of additional conference periods is reduced in 2026-27 and 2027-28, no more than three (3) meetings including unit members in 4-6 buildings can be scheduled for those two years. Unit members shall receive at least one month's notice of the scheduling of such meetings. Such meetings shall be conducted in-person or via an online platform, at the director's sole discretion. Unit members may request prior approval from the director to attend in-person meetings remotely via an online platform; such requests must be received by the director at least one week prior to the meeting.

The schedule for meetings for the entire school year will be distributed to teachers by the first teacher workday of the school year. The agenda of such meetings will be determined by the District, and meetings will be facilitated by an administrator or designated non-administrator. If agreed by both the District and Association, meetings scheduled on the afternoon prior to a holiday recess may be rescheduled to a mutually agreeable alternative date.

Mondays during the school year are reserved for Association meetings, and may not be used for the meetings discussed in this section or other school-related meetings or activities that require teacher attendance. The only exceptions are for District concerts, athletic events and other ongoing activities that are part of a teacher's assignment-specific job responsibilities.

Section 6.

For elementary schools, up to thirty (30) minutes prior to or after the regular student attendance day shall be designated as a teacher conference period. The purpose of such conference periods shall conform to Appendix B. The District may direct the use of up to one (1) teacher conference period per week.

For secondary schools, up to forty-five (45) minutes during the regular student attendance day shall be designated as a teacher conference period. The purpose of such conference periods shall conform to Appendix B. The District may direct the use of up to one (1) teacher conference period per week.

Additionally, the district may direct up to seven (7) extra teacher conference periods each semester, provided a minimum of two weeks' advance notice is given. No more than two (2) district-directed teacher conference periods can occur in any single week. The value of these additional conference periods will be jointly assessed by the labor/management committee (as described in Article 2, Section 4) in Spring 2026. If deemed mutually beneficial, these seven additional conference periods per semester will continue for the duration of the contract. If not, the district will be limited to directing five (5) additional conference periods per semester, adhering to the same notice and frequency guidelines.

Section 7.

Special Education Teachers, Social Workers, Psychologists, Occupational Therapists, Speech Pathologists, Speech Therapists, and Physical Therapists will be granted up to two [2] days of release time to be taken on mutually agreed upon days, for the sole purpose of IEP writing and related work to prepare for CSE. Case managers within the titles listed above who are responsible for 11 or more IEPs will be granted an additional one (1) day. Such days, taken as full or half days, must be approved by the teacher's principal in advance, including a plan of activities for the day, using the approved request form. Unit members will complete this work at their assigned work site.

English as a New Language teachers who have Dual-Identified English Language Learners (ELL+SWD) will be granted up to one (1) day of release time to be taken on mutually agreed upon days, for the sole purpose of IEP writing and related work to prepare for CSE. Such a day, taken as one full day or two (2) half days, must be approved by the teacher's principal in advance, including a plan of activities for the day, using the approved request form. Unit members will complete this work at their assigned work site.

Article 8 **Personal Leave Days**

Section 1.

Each full-time unit member shall accrue twelve [12] days of paid personal leave per year. This leave shall be used for illness of the unit member; illness or personal needs in the immediate family as defined in Article 10, Section 2; and personal business. Personal business is defined by both parties as an event scheduled outside of the member's control or business that cannot be done outside of the regular workday. Personal days are not intended as personal recreation or vacation days.

Such leave, unless used for personal or family illness, may not be used on the day before or after a school holiday (or holiday weekend), school recess or summer vacation, or for more than two (2) consecutive days except with the prior approval of the chief Human Resources officer. The list below provides approved reasons for personal leave days. This list is not meant to be inclusive of all reasons that would be approved by the chief Human Resources officer.

- A. formal legal proceedings
- B. ceremonies: graduation of unit member, spouse, or child; participant in a wedding ceremony; attending a wedding in the immediate family (as defined in Art. 10, Section 2)
- C. observance of religious holidays or participation in religious ceremonies
- D. education: required educational examinations; attending educational visits by parents to colleges
- E. professional advancement
- F. honors and awards: ceremonies involving the unit member or immediate family
- G. handling home emergencies
- H. assisting a parent or other dependent with care, legal matters, housing arrangements
- I. attending parent conferences or other meetings for school-age children
- J. Funeral service for someone not included in Article 10

As stated above, two (2) consecutive days may be taken without giving the reason for personal business. Up to one (1) additional day shall be granted, upon request, by the chief Human Resources officer. In total, no more than three (3) consecutive personal leave days can be used for each personal business situation.

Except for personal or family illness, or other emergency circumstances, the teacher shall give at least two [2] school days' advance notice in writing when requesting a personal leave day.

Section 2.

Unused personal leave accumulation at the end of the employment year [June 30] shall be carried forward in the employee's personal leave account into the next employment year.

At the end of each employment year [June 30], all active unit members who have accrued at least 40 personal leave days will be eligible for a payment of \$110 per day for unused personal leave days, up to a total of seven [7] days. Unit members who retire will not be eligible for this payment at the end of the employment year in which they retire, but will be eligible for payment under Article 32.

Payroll will notify unit members of when the payment will be received.

After all payments, any remaining unused personal leave accumulation at the end of the employment year [June 30] may be carried forward into the next employment year.

Section 3.

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

Section 4.

If an employee has exhausted their accumulated personal leave days, they may request the Superintendent to recommend to the Board the granting of additional leave for personal illness. Such a request shall be in writing and shall state the anticipated date of the employee's return to work. At their sole discretion, the Superintendent may recommend all, any part of, or none of the requested additional leave for personal illness.

The Board, at its sole discretion, may grant all, any part of, or none of the additional leave days as recommended by the Superintendent. If an employee has exhausted their paid leave, they

must request an unpaid medical leave of absence. The request shall be in writing and shall be accompanied by a statement from the employee's personal physician who shall state the anticipated date of the employee's return to work.

Health and life insurance benefits will continue at District expense for three [3] months after exhaustion of paid personal leave days inclusive of a maximum of 12 months of Worker's Compensation benefits. After this period, an employee placed on an unpaid medical leave of absence may continue their membership, at their own expense, in the District's health and life insurance programs. The employee shall make arrangements through the District Business Office for payment of the premium.

Section 5.

If the use of Personal Leave Days reaches five (5) consecutive workdays, then the chief Human Resources officer may request a doctor's note or other documentation attesting to the reason for the teacher's absence.

Section 6.

Personal leave days may only be taken during the employment year as defined in this Agreement.

Section 7.

There shall be no maximum accumulation of personal leave days.

Section 8. Sick Leave Reserve

- a. A sick leave reserve will be established to provide teachers with additional sick leave in the event of long-term illness or injury. The reserve will be established with earned and unused personal leave days voluntarily donated by teachers. Membership in the bank requires a donation of one (1) personal leave day at the beginning of every school year, unless the bank has 500 or more days as of September 1. Each teacher can become a member of the sick leave reserve by donating one [1] day of accumulated personal leave by September 30th of any school year, or within 30 days of employment, by completing a membership form that will be sent by the District each year to new hires and non-members of the reserve. The donation is irrevocable and shall not be made to a specific teacher for their exclusive use. Only teachers who have joined the sick leave reserve may draw from the reserve.

The reserve is open to probationary, tenured, part-time and long-term substitute teachers. Once a teacher has joined the reserve, they will remain a member as long as they are continuously employed with the district, unless they choose not to contribute additional days to the reserve under the terms of the previous paragraph and Section 8, paragraph (b) below.

- b. If the sick leave reserve falls below 150 days during the school year, members will be asked to voluntarily contribute an additional day.

Any teacher who is a member of the sick leave reserve will have the ability to withdraw days based on the following criteria:

1. The teacher has a long-term illness or injury, defined as an illness or injury which is expected to incapacitate them for an extended period of time, requiring absence from

work for a minimum of forty [40] weekdays during the school year [September 1 through June 30]. Only one waiting period is required per specific medical condition.

2. The teacher has exhausted all of their accumulated personal leave days.
3. The teacher has applied for sick leave extension under Article 8, Section 4, and has used the full amount authorized by the Board of Education.
4. The teacher submits written verification of their medical condition from a physician, including an anticipated date of return to work.
5. The teacher submits a written request to withdraw days to the chief Human Resources officer.
6. No one teacher will be permitted to withdraw in excess of ninety [90] days per school year.
7. Days will be withdrawn in full day increments only, beginning on the 41st day of absence or when all sick leave is exhausted, whichever is later. Bank days may be applied retroactively in the event the accumulated days have been exhausted before the end of the waiting period.
8. The sick leave reserve may be used by a teacher one time for the same medical incident. A medical incident shall be defined as the time period when a medical condition occurs which prevents a teacher from working, ending upon the teacher's return to work.

Section 9.

A regular full-time employee may request an unpaid leave of absence for compelling personal reasons which cannot be taken care of outside regular teaching hours. 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] full month in advance of the requested commencement date for such leave.

All such requests for leave shall be in writing, setting forth the dates on which such leave would occur, if approved, and the use to which such leave would be put.

Except in emergency situations, if the request is not acted upon by one week before the requested date of commencement, the teacher may assume that the unpaid leave has been approved. Accumulated personal leave cannot be used during the unpaid leave.

Section 10.

If a teacher has exhausted their personal leave under Section 1, or bereavement leave under Article 10, where applicable, and extreme family illness or death in the immediate family requires additional leave, they may submit a written request to the Superintendent for additional leave. Extension of this leave shall be at the discretion of the Superintendent.

Section 11.

Abuse of the provisions of this Article may subject a teacher to disciplinary action.

Article 9
Worker's Compensation

Section 1.

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

Section 2.

A teacher injured while performing duties as an employee of the District shall receive paid leave to attend hearings before the Worker's Compensation Board. Requests for such leave must be filed with the teacher's school principal within five school days of receipt of notice to appear, a copy of which shall be attached to the request for leave.

Article 10
Bereavement Leave

Section 1.

Each full-time teacher shall be allowed a maximum of five [5] days' absence with full pay for the death of spouse, child, mother, father or step-parent and a maximum of three [3] days' absence with full pay for each death in the remainder of immediate family.

Section 2.

Immediate family shall mean spouse, child, parent, brother, sister, mother-in-law, father-in-law, son-in-law, daughter-in-law, brother-in-law, sister-in-law, grandparents, grandchildren, step-parents and step-children.

Section 3.

There shall be no accumulation of such leave.

Section 4.

At the discretion of the Superintendent, or designee, time off, up to three days' absence with full pay, shall be granted for the death of an individual in a familial relationship to the unit member.

Article 11
Jury Duty

Section 1.

Each unit member 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 during the school year shall be paid their normal salary.

Section 2.

Jury duty leave shall not be deducted from a unit member's personal leave days. The unit member shall provide the jury service attendance receipt or proof of service certificate to the Human Resources Personnel Clerk.

Article 12
Leaves of Absence

Section 1.

The Board, at its discretion, may grant leaves of absence, not to exceed to two [2] consecutive school years, without pay to a regular full-time employee, when, in its opinion, such a grant would benefit the District and there is reasonable expectation that the recipient will return to his or her position in the District. Other than to comply with FMLA legislation, Board discretion is not subject to the Grievance and Arbitration process.

Section 2.

- a. The child-bearing portion of this leave requires the employee to use accumulated personal leave during the disability period as certified by the employee's physician. The employee will be required to use accumulated personal leave days during the disability period, except for the following number of days based on length of employment in the District:

<u># of Days</u>	<u>Effective</u>
5 days	July 1 of 2 nd year of employment
10 days	July 1 of 3 rd year of employment
15 days	July 1 of 4 th year of employment and thereafter

The employee may choose to, but is not required to, use these remaining personal leave days during the disability period.

- b. The employee may elect to use accumulated personal leave days for a child-rearing leave of absence.
- c. The total request for the child-bearing and child-rearing leave may not exceed two [2] consecutive school years and is subject to the discretion of the Board in accordance with applicable laws.
- d. 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.

- e. A unit member may request use of unpaid leave where they choose not to use personal leave days for child rearing. A unit member who adopts a child may apply for an unpaid leave of absence not to exceed two (2) consecutive school years. FMLA will run concurrently with this leave.

Section 3.

- a. A teacher on an unpaid leave of absence of one semester or more in length must notify the chief Human Resources officer, in writing, by December 1 or April 1 of the date on which they wish to resume teaching duties. Reinstatement shall be at the beginning of a semester.
- b. Any teacher on a long-term leave of absence who wishes to terminate such leave during the school year and resume their teaching duties must notify the chief Human Resources officer, in writing, at least thirty [30] days in advance. Such teacher shall be given priority consideration for reinstatement to any openings which exist at that time, for which that teacher is certified. Such teacher shall not be allowed to displace their replacement.

Section 4.

The time spent on any long-term unpaid leave of absence, including any mutually agreed upon extension thereof, shall not be credited for salary advancement nor toward completion of the probationary period. A teacher on an approved unpaid leave of absence may continue their membership, at their own expense, in the District's health insurance program. The employee shall make arrangements, through the District Business Office, for payment of the premium. The District will work with the Association to put in place life insurance availability, while on unpaid leave, at the employee's expense.

If the teacher has been paid for forty-five [45] or fewer days during the school year, that teacher shall be continued on the same salary upon their return from leave.

If the teacher has been paid for forty-six [46] to one hundred [100] days during the school year, that teacher shall be advanced one-half ($\frac{1}{2}$) of the contractual raise upon their return from leave.

If the teacher has been paid for more than one hundred [100] days during the school year, that teacher shall be advanced the contractual raise upon their return from leave.

Section 5.

Unit members shall receive five [5] days of paid leave when adopting a child.

Article 13 **Assignments and Transfer**

Section 1.

The District shall publicize all bona fide teaching and administrative vacancies, by posting a notice on the bulletin board or by electronic distribution in each school building and by forwarding a copy of each notice to the President of the Association.

Section 2.

Those teachers who wish to apply for such positions shall do so by applying in a manner consistent with the posted notice.

Section 3.

A list of known teacher vacancies for the start of the following school year shall be distributed to each teacher by May 1. Teachers may volunteer to transfer to known vacancies. However, the District has sole discretion as to transfers and teaching assignments.

Voluntary and involuntary assignment of teachers shall not be used as a disciplinary procedure.

Section 4.

Teachers assigned to teach outside their area of certification may request consultation time with a teacher in the second area of certification prior to the start of the following school year. Such a request shall be directed to the Teacher Center Policy Board who shall recommend approval or disapproval to the Human Resources Office. If the district approves the request, the District shall assign a teacher to serve as a consultant. The award of consultation time shall be limited to three [3] days at \$70 per 7½ hours per teacher and shall supplement other efforts by the teacher to prepare for their assignment.

Article 14 **Employment Year**

Section 1.

The employment year for all unit members shall consist of one hundred eighty-seven [187] days.

Section 2.

For the opening of school, all unit members shall return for two [2] full days without students on the Tuesday and Wednesday prior to Labor Day. The District shall have sole discretion to determine the activities for one of these days and for three [3] hours of the other day.

Section 3.

Unless necessary to meet the minimum number of student attendance days required by the regulations of the Commissioner of Education for full state aid, the last week for grades PreK-8 will provide for a minimum of one day without students.

Section 4.

The Superintendent, or designee, shall meet with the Association President or designee for input into the school calendar prior to submission of that calendar to the Board for approval.

Section 5.

For all unit members, one [1] full day at the end of the first semester will be a teacher grading day with students not in attendance. Teachers shall use this day for grading, student assessment data review, and school improvement plan purposes.

Section 6.

Two [2] Superintendent Conference Days will be scheduled on the Monday and Tuesday of Thanksgiving week for the purposes of parent-teacher conferences and/or professional development. The Monday may include evening hours with the Tuesday being within the regular teacher workday hours. However, all parents requiring evening hours must be accommodated. The length of the workday will remain the same. This calendar schedule is made with the understanding that a ten [10] week marking period may occur, and report cards mailed out to families, prior to Thanksgiving week.

Article 15
Teacher Appraisal

Section 1. Recognition

The Superintendent and the Association agree that a properly administered teacher appraisal program is desirable and that such program shall be a constructive attempt to aid teachers to develop toward their full potential. It shall be the District's responsibility to provide resources and services as appropriate in an effort to help teachers develop toward that potential as they work to meet the goals of the District. It shall be the teacher's responsibility to avail themselves of these resources, implement the District curriculum, and keep their skills current.

Teacher appraisal is subject to State Education Law §§3012-c and 3012-d, the Annual Professional Performance Review (APPR). Procedures of the APPR are set forth in Sections 2-6. The APPR applies to all unit members, except for the following groups: school counselors, social workers, psychologists, speech-language pathologists, library media specialists, nurses, occupational therapists, physical therapists and other members of the instructional unit not covered by Education Law §§3012-c and 3012-d. They will be appraised annually according to procedures set forth in Section 7.

All written documents under this Article shall be included in the teacher's Official Personnel File.

The District and the Association recognize that changes or additions to State Education Law §§3012-c and 3012-d may result in changes to APPR procedures or requirements that may supersede language in this article and/or necessitate renegotiation of certain terms.

Section 2. APPR Evaluators

- a. Teachers who are subject to APPR will be evaluated by a certified district administrator who is an administrator in the building in which they are assigned. This evaluator (known as the primary evaluator) will be primarily responsible for the appraisal components included in this article.
- b. All probationary teachers and all teachers in state-tested areas (Elementary Common Branch, English Language Arts, Math, Science and Social Studies) will be assigned to a building administrator for primary evaluation.
- c. If there is a change in primary evaluator assignment from the previous school year, the teacher will be notified of their primary evaluator by September 30.
- d. All teachers will be observed at least once annually by an administrator not assigned to their building (known as the second observer).

Section 3. APPR Framework

- a. Annual evaluations of tenured teachers will consist of a minimum of two [2] observations – at least one [1] announced and at least one [1] unannounced. There will be a minimum period of three [3] weeks between observations of tenured teachers to allow for appropriate reflection. The minimum period for probationary teachers will be one [1] week. These minimum periods do not apply to any teacher on a Teacher Improvement Plan (Section 9), or any teacher who requests that an administrator observe them sooner than three weeks.

- b. If the evaluator plans to schedule more than three [3] announced observations of a tenured teacher during any school year, the evaluator shall notify the Chief Human Resources Officer, who shall notify the RHEA President. The evaluator shall also meet with the teacher prior to the 4th announced observation to discuss the reasons for the additional observation(s), and the teacher shall have the right to be accompanied by a RHEA building representative. If the evaluator plans to schedule additional announced observations beyond the 4th, or to exceed six [6] observations total, including unannounced observations, a meeting will be scheduled including the evaluator, teacher, RHEA President (or designee) and Chief Human Resources Officer (or designee), to discuss the reasons. These requirements do not apply to probationary teachers or any teacher on a Teacher Improvement Plan, and the number of observations will not be cumulative beyond the current school year.
- c. A tenured teacher who has received a rating of Effective based on their composite APPR rating in each of the previous two school years may request (by September 15) to fulfill the minimum observation requirement through two [2] unannounced observations for one year with the principal's approval. The following year reverts to the process described in Section 3-a. If the request for this alternative is not approved, the principal must provide a rationale to the teacher. In addition, a tenured teacher who has received a rating of Highly Effective based on their composite APPR rating in each of the previous two school years may choose to fulfill the minimum observation requirement through two [2] unannounced observations for one year. They must notify their principal of this by September 15, but no approval is required. The following year reverts to the process described in Section 3-a.
- d. There will be a minimum of two [2] required meetings between the evaluator and teacher each school year – a beginning-of-year meeting and goals discussion, and an end-of-year meeting and reflection. These meetings are in addition to meetings scheduled in connection with observations.
- e. Teachers will be evaluated utilizing the Danielson 2013 rubric and R-H APPR Evaluation Form (Appendix E).
- f. Each observation will be rated by the observer. Items rated during the observation process may include all components of Danielson Domains 2 and 3. For announced observations, items rated may also include Component 4a and any components from Domain 1 that are related to completion of the Lesson Plan Form (Appendix F). In addition, if a teacher is approved for the alternative in 3-c above, the teacher will complete a written reflection (Appendix H) after each unannounced observation within five [5] school days after the observation script is made available to the teacher.
- g. Observation ratings will be calculated by assigning a rating to each component area evaluated (e.g. Component 1a). A corresponding number shall be assigned to each rating. Ratings/scores shall be Highly Effective = 4, Effective = 3, Developing = 2, Ineffective = 1. An average score will then be calculated with each component score that was rated receiving equal weight.
- h. To determine the final rating for the observation component of APPR, the individual observation ratings will be combined using a weighted formula of 90 percent for the primary evaluator's observation(s) and 10 percent for the second observer's

observation(s). The final observation rating shall be discussed at the year-end reflection conference.

- i. Teachers may express their disagreement with individual component ratings in an observation by highlighting or initialing (or digital equivalent) the component(s), and providing evidence to support their disagreement. This must occur within three [3] school days of the post-observation conference in order for this to be included in any subsequent appeal of the composite APPR rating (per Section 6), and must include specific rationale for the disagreement.

Section 4. APPR Meetings

- a. Beginning of Year / Goals Discussion – Each teacher will meet with the primary evaluator between September 15 and October 31 to discuss the appraisal criteria, appraisal/instruments, district expectations, School Improvement Plan, assessment practices, and expectations of both parties. The primary evaluator and teacher will discuss district and school areas of focus within the Danielson framework, and also may mutually agree to designate one [1] rubric component as an individual area of focus. The purpose of these goals is to promote feedback and reflection for teacher professional growth in areas of mutual interest. The goal-setting process itself shall not be used in determining a teacher's APPR rating.
- b. Mid-Year Meeting – Each teacher has the option to request a meeting with their primary evaluator between January 1 and March 15 to reflect on their professional practice. The evaluator may require probationary teachers to attend a mid-year meeting. This meeting will not result in an APPR rating.
- c. End-of-Year Meeting and Reflection – Each teacher will meet with the primary evaluator between May 1 and June 15 for two purposes: (1) To complete the APPR observation rating for the year; and (2) To reflect on the teacher's professional practice for the year.
 1. The teacher and evaluator will complete the rating on the RH APPR Form (Appendix E) using evidence gathered throughout the year. The teacher and evaluator will compile the ratings from observations to determine the final APPR observation rating, using the observation platform. The composite APPR score, including the Student Performance component, will be provided to the teacher the following September consistent with state requirements and availability of data.
 2. The meeting also will include a reflection on professional practice. Teachers may discuss artifacts/evidence to demonstrate professional growth and accomplishment in their areas of focus for the year. This evidence cannot be used in determining the APPR rating but can be used for self-reflection and to inform evaluator feedback for teacher professional growth. The evaluator may provide year-end feedback at the conference and in writing on Appendix E on any component of the Danielson Framework.
 3. Probationary teachers also will receive a brief written narrative (Appendix P) that summarizes the year's discussions of their evidence of accomplishment on the Danielson rubric and other areas of their work; any areas where they need to demonstrate growth; and their progress toward tenure.
- d. Teacher addendum to the year-end evaluation – In addition to any addendum to document disagreement with an individual observation during the year, teachers who disagree with their overall evaluation may provide additional documentation to address disagreement with it. This must occur within three [3] school days of the year-end meeting and

reflection, in order for this to be included in any subsequent appeal of the composite APPR rating (per Section 6), and must include specific rationale for said disagreement.

Section 5. APPR Observations

- a. At least one required observation (as described in Section 3-a) must be completed by the end of the first semester. All required observations must be completed by May 1.
- b. An administrator will complete at least one [1] unannounced observation of all teachers, which will last for no longer than twenty [20] minutes of any class period. The exception will be those teachers who have chosen or been approved for the alternative two [2] unannounced observations to fulfill the minimum requirement (per Section 3-c). Each observation must be recorded on the observation platform within three [3] school days (Appendix G). If the observation rating is below 2.5, a post-observation meeting will be held within ten [10] school days. If the rating is above 2.5, a post-observation meeting is not required unless requested by the teacher or observer. Although administrators may conduct as many unannounced observations as they deem necessary, the number and frequency shall be such that it does not disrupt the teacher's classroom.
- c. An administrator will complete at least one [1] announced observation of all tenured teachers, which will last for the entire instructional period, which at the elementary level shall be a maximum of 60 minutes, except for teachers on an improvement plan. All probationary teachers will have at least two [2] announced observations during the school year.
 1. A pre-observation meeting will take place no more than three [3] school days prior to the scheduled observation, and will not occur on the same day as the scheduled observation. The purpose of this meeting will be to discuss the teacher lesson plan (Appendix F). The teacher will submit this lesson plan to the observer at least one [1] school day prior to the pre-observation meeting.
 2. A post-observation meeting will take place between three [3] and five [5] school days following the classroom observation. The purpose of this meeting will be to discuss evidence that was observed in the lesson and teacher reflections. The observer will provide the teacher with a scripted form of the observation (Appendix G or its equivalent via the observation platform) at least two [2] school days prior to the post-observation conference. The teacher will provide the observer with written reflections (Appendix H) at least one [1] school day prior to the post-observation conference. No ratings of indicators (HE, E, etc.) will take place until the post-observation conference, and the overall observation rating will be determined by the end of the conference. Following the conference, the observer may add summary comments, recommendations and agreed-upon next steps (to Appendix H or equivalent) to reflect the conference discussion, and the teacher may add comments as well. After the conference, no changes shall be made to any ratings, tagging or scripting of evidence discussed.

If the administrator is unable to meet the scheduled observation time and date for an announced observation, or is unable to stay for the entire scheduled time period, the observation will be rescheduled.

Section 6. APPR Appeals Process

- a. Eligibility – Appeals are limited to tenured teachers with a composite rating of Ineffective or Developing, and only the composite rating may be appealed.

- b. Subjects for Appeals – Grounds for appeals are limited to adherence to commissioner’s regulations and adherence to education law. Additionally, areas designated by the teacher, with their supporting documentation attached at the time, in the observation process that are contrary to the evaluator’s ratings, may serve as the basis for an appeal subject to the criteria as outlined in 6-a above.
- c. One Appeal –A teacher may not file multiple appeals regarding the same performance review or teacher improvement plan (TIP). All grounds for appeal, as outlined in 6(b) above must be raised with specificity within one appeal. Any grounds not raised at the time the appeal is filed shall be deemed waived.
- d. Burden of Proof – The teacher filing the appeal has the burden of demonstrating a right to the relief requested and the burden of establishing the facts upon which relief is sought.
- e. Decision-Making – Appeals shall be submitted to the Superintendent. Upon receipt of such appeal, the Superintendent, or designee, shall notify the President of the Association. A committee of two [2] teachers, who have received a composite APPR rating of Effective or Highly Effective on their most recent evaluation, selected by the President of the Association, and two [2] administrators, neither of whom evaluated the appellant, selected by the Superintendent, or designee, shall be convened to hear the appeal. If a principal is selected to the committee, they must also have received a composite APPR rating of Effective or Highly Effective on their most recent evaluation.
- f. Decision – A majority opinion is required to sustain the appeal. A written decision, sustaining or denying the appeal, shall be sent to the appellant, evaluator of the appellant, and Superintendent, setting forth the reasons and factual basis for each determination on each of the specific issues raised by the appeal. If the appeal is sustained, the rating may be modified or set aside (new evaluation in whole or in part). In the case of a 2-2 split, while the appeal is denied, the rationale for both views will be stated in writing.
- g. Timeframe – All appeals must be submitted, in writing, to the Superintendent no later than twenty [20] calendar days from receipt of the composite score or the August Superintendent’s Conference Day, whichever is later. The evaluator of the appellant has ten [10] calendar days to respond to the appeal upon notification from the committee. The committee has ten [10] calendar days, from receipt of the above information, to make a decision. Any active appeal suspends the timeframe for establishment of a Teacher Improvement Plan.
- h. Exclusivity of Appeals Procedure – This appeals procedure shall constitute the exclusive means for challenging any rating, scoring, or element of observation/evaluation commentary related to a teacher’s APPR or TIP.
- i. Exclusivity of Grievance Procedure - Only those areas deemed in violation of the contractually negotiated APPR process may be subject to grievance procedures. Such areas include adherence to negotiated time frames, minimum number of observations and meetings, and use of appropriate forms. At no time may grievance procedures be utilized to challenge the results of an observation or evaluation, the rating or scoring of any rubric component, or the commentary of a teacher’s evaluation. Should a grievance become necessary, the goal would be to correct a process flaw immediately so that the evaluation process may continue with the negotiated intent intact.

Section 7. Appraisal of Teachers Not Subject to APPR

Unit members not subject to APPR also will be evaluated annually. The appraisal will include meetings, conferences and observations, for both probationary and tenured teachers. These unit members will be evaluated by certified district administrators.

- a. Beginning of Year / Goals Conference –Each teacher will meet with the primary evaluator between September 15 and October 31 to discuss the appraisal criteria, appraisal instruments (refer to Appendix A), district expectations, School Improvement Plan, assessment practices, and expectations of both parties. The primary evaluator and teacher will discuss district and school areas of focus and also may mutually agree to designate one [1] individual area of focus. The purpose of these goals is to promote feedback and reflection for teacher professional growth in areas of mutual interest.
- b. Observations – Observations are visits to classrooms, meetings, or other settings relevant to the teacher’s role made by the supervisor to obtain information about the instructional program and teacher performance in a classroom as they relate to district priorities and School Improvement Plan goals, as well as the teacher’s ongoing professional practice and goals. This information will be utilized to assist the teacher in their ongoing professional growth and improvement.

There shall be at least three scheduled observations each year for a probationary teacher, and at least one scheduled observation for a tenured teacher. The teacher or supervisor may initiate a scheduled observation. A pre-observation meeting will be held between the supervisor and the teacher no more than three [3] school days prior to the scheduled observation. The focus of the meeting will be to discuss the lesson to be observed; the teacher shall provide the supervisor with a completed pre-observation form (refer to Appendix A). This meeting should include any discussion that will aid the supervisor in better understanding the lesson or meeting and the objectives of the lesson or meeting, including the use of agreed-upon teacher professional practice rubric language, and/or the criteria articulated in Appendix A.

A post-observation meeting will take place between three [3] and five [5] school days following the classroom observation. The purpose of this meeting will be to discuss evidence that was observed in the lesson and teacher reflections. The observer will provide the teacher with a scripted form of the observation (refer to Appendix A) at least two [2] school days prior to the post-observation conference. The teacher will provide the observer with written reflections at least one [1] school day prior to the post-observation conference. Following the conference, the observer may add summary comments, recommendations and agreed-upon next steps to reflect the conference discussion, and the teacher may add comments as well.

During the school year, the supervisor may make unannounced observations. These will follow no pattern and may be used in conjunction with the scheduled observations for teacher performance appraisal, to obtain information on the instructional program and to assist the teacher. Although administrators may conduct as many unannounced observations as they deem necessary, the number and frequency shall be such that it does not disrupt the teacher’s work.

All observations of twenty [20] minutes or longer shall be written up on the approved observation form. A conference regarding the observation will be held by the observer

with the teacher within five [5] school days following the observation, but shall not occur on the same day as the observation.

- c. Year-End Conference and Reflection – Each teacher will meet with the primary evaluator between May 1 and June 15 for the purpose of discussing the teacher’s progress and performance during the school year, and reflecting on their professional practice. The appraisal shall be written in narrative form, following the agreed-upon criteria and format (refer to Appendix A), and for probationary teachers will indicate whether the teacher is on track for appointment to tenure (Appendix P). The appraisal should include suggestions, examples and/or demonstrations of any areas in need of improvement. Teachers may also submit a written reflection and summary of accomplishments to the supervisor prior to the conference, for inclusion with the narrative appraisal.

Section 8. Informal Classroom Visits (“Walk-Throughs”)

- a. Purpose – Administrators are encouraged to visit classrooms on a regular basis as a function of the role as an administrator. The District and Association recognize the importance of ongoing administrative feedback and support to teacher professional growth. The District and Association also recognize that frequent visits may be disruptive to the educational process and be perceived as evaluative by the teacher.
- b. Informal classroom visits shall be characterized as the following:
 - 1. Informal visits are primarily for the purpose of program evaluation and not teacher evaluation. Individual and/or team feedback, suggestions and affirmation of teacher practice are encouraged where appropriate.
 - 2. So as to avoid disruptions to instruction, informal visits during a class are not utilized for individual meetings with students. This does not alter or diminish the rights of administrators to enter a classroom at any time, including for the purpose of briefly interacting with or checking in with students.
 - 3. Informal visits shall last for no more than 10 minutes, unless there is an imminent health or safety situation.
 - 4. Administrators should have a clear purpose and “look-for” in mind when visiting, and to make the teacher(s) aware of these in advance whenever possible. Visitations should be followed in a timely manner by informal feedback as appropriate.
 - 5. If an administrator informally visits a teacher more than two (2) times within one month for the purpose of observing instruction, the administrators will offer an opportunity to meet individually with the teacher to discuss any concerns. The District also will notify the RHEA president of the situation. If a unit member requests a walk-through it will not apply to the monthly count.
 - 6. If an administrator identifies a concern with an individual teacher’s practice that they determine warrants further observation, they will follow-up with a formal, rated observation(s) (announced or unannounced), using the agreed-upon evaluation system.

Section 9. Teacher Improvement Plan (TIP)

- a. Purpose – Except where otherwise specified, this Section shall apply to all unit members.
- b. Initiation – If, at any time during a school year, the District believes that the current performance, as indicated by the Danielson rubric and/or other agreed-upon criteria, of a tenured teacher or a part-time teacher with more than four [4] years of employment is in need of improvement, the District may implement a TIP. This improvement plan may address any area of teacher performance. The Association will be notified prior to the

initiation of this procedure. When an Association representative attends a meeting, the Chief Human Resources Officer (or designee) also will attend.

- c. Teachers Subject to APPR – Consistent with commissioner’s regulations and Education Law 3012-d, upon a teacher receiving a composite APPR rating of “Ineffective” or “Developing,” the District must develop and implement a teacher improvement plan. The TIP must be implemented no later than ten [10] days after Labor Day, unless delayed due to an active appeal or a delay in the receipt of Student Performance data from the state. The District also may implement a TIP for teachers who are subject to APPR for reasons other than the teacher’s APPR rating, consistent with 10-b above.
- d. Plan – When initiating a plan, the District will schedule a meeting that will include the principal, teacher, Association representative, Chief Human Resources Officer, and other administrators involved in the teacher’s evaluation, as appropriate. During this meeting, the District shall articulate specific areas in need of improvement, describe the professional learning activities necessary to address these improvement areas, and provide for resources/services appropriate to implement the plan. Announced and unannounced observations shall occur as part of plan implementation, by appropriate administrators, including conferences to provide feedback on the areas in need of improvement. There shall be no limitation on the number or frequency of these observations, or on periodic brief classroom visitations. The primary responsibility for improvement of performance rests with the teacher, and the intent of the TIP is to provide the teacher with an opportunity to demonstrate sustainable improvement in the articulated areas of need.
- e. Timeframe – The teacher shall be provided sixty [60] school days to demonstrate improvement, whereupon a review meeting will be scheduled to determine the continuation of the TIP. If the TIP is continued, it will continue for sixty [60] additional school days, whereupon another review meeting will be scheduled to assess progress and determine next steps. Within ten [10] school days of any review meeting, the principal shall provide a written summary of the meeting to the teacher and Association, including any recommended action steps for the teacher. If, at the conclusion of the second 60-day period, the District has determined that the teacher has demonstrated insufficient improvement, the principal shall provide the teacher, Association, and Chief Human Resources Officer with a written assessment of the teacher’s performance to that point, including the specific areas of performance where sufficient improvement has not been demonstrated.

If any TIP extends until the end of a school year, the teacher’s year-end meeting shall include a discussion of the teacher’s progress, any ongoing performance concerns or areas in need of improvement, and plans for the following year. This meeting shall be considered part of the TIP process. An additional meeting will be scheduled for the following September to outline the plan for the year, including discussion of any due-process implications. If the teacher is subject to APPR, this discussion will include whether the District will pursue expedited 3020-a proceedings if the teacher received a second Ineffective or Developing composite APPR rating for the prior school year.

The teacher or principal may request additional meetings at any time during the TIP duration to discuss the teacher’s progress, to offer or seek suggestions, or to seek clarification of the TIP. The plan may be revised and/or amended at any time through mutual agreement, based on teacher progress, teacher reflection, administrator feedback, and/or additional concerns.

- f. Format – Refer to Appendix J.
- g. Appeals – If the teacher wishes to appeal the principal’s assessment of the teacher’s performance on the TIP (Section 10-e), they may do so by requesting a meeting with the Superintendent of Schools. Such request must be made in writing to the Superintendent within fifteen [15] school days after the notification in 11-e. The teacher shall attend this meeting and may bring with them an RHEA representative of their choice. The Superintendent shall invite one administrator who was involved in the appraisal. This meeting shall be scheduled prior to any action taken by the Superintendent or recommended to the Board of Education. The Superintendent or designee shall notify the RHEA President that such meeting has been scheduled. No TIP shall be appealed more than once. Any appeals of a TIP by teachers who are subject to APPR must conform to the requirements and parameters of Section 6 (above) and Education Law 3012-d.
- h. Due Process – If the District is considering a 3020-a proceeding for a tenured teacher, the procedures of this Article shall have been followed. Nothing herein shall prevent the District from immediately filing disciplinary charges under 3020-a for reasons other than classroom performance. Any decision regarding whether to pursue 3020-a proceedings for a teacher who is subject to APPR must conform to the requirements and parameters of Education Law 3012-d, and nothing in this section shall change or supersede those requirements.

Article 16

Official Personnel File

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

Any material relating to the employee's job performance or complaint filed which is to be placed in the employee's official personnel file shall first be forwarded to the teacher. The teacher must acknowledge receipt by signing the copy and returning it with any response to the Human Resources Office within fifteen [15] school days. That signed copy and any response will be placed in the teacher's personnel file.

Article 17

Class Size

Section 1.

It shall be the objective of the Board of Education that no secondary classroom teacher responsible for grading students shall be assigned responsibility for more than 150 students on a daily basis.

Section 2.

It shall be the objective of the Board of Education that class size in the elementary schools shall not exceed twenty-seven [27] students per class. Should any class exceed thirty-two [32] students, a school monitor will be provided at the rate of three [3] hours per day for each oversized classroom.

Section 3.

It shall be the objective of the Board of Education that the size of any class, including labs, shall not exceed the number that can efficiently and safely use the facilities available.

Section 4.

It shall be the objective of the Board of Education that a School Counselor at the secondary level shall not be assigned more than 300 students at any given time.

Section 5.

It is understood and agreed that the following will be exceptions to the above Sections 1 and 2: [1] Music, Physical Education, and Art in the elementary schools; [2] Innovative Programs, e.g., large group instruction, team teaching, etc.

Section 6.

It shall be the objective of the Board of Education that the normal class load at the secondary schools shall not exceed five [5] classes per day, and that student contact time shall not exceed an average of 250 minutes per day, exclusive of administrative assignment and/or homeroom.

Article 18
Association President

Section 1.

The President of the Association shall be allowed up to twenty [20] days of released time per school year and if the Association President is a secondary school teacher, then for the period they serve as Association President, that individual shall be relieved of their administrative assignment and homeroom responsibilities. If an elementary teacher is Association President, then for the period they serve as President that individual shall be granted additional release time in the amount of four [4] hours per week.

Section 2.

Such days may be taken at times mutually agreed upon by the President and the Superintendent.

Section 3.

The Association will pay the cost of the substitute teacher used to replace the President during such leave.

Article 19
Protection of Staff

Section 1.

To invoke any statutorily created liability of the Board, any employee covered by this Agreement must immediately, but in no case later than ten [10] days, after receipt, deliver the summons, complaint or other legal document to the Board.

Section 2.

Delivery as provided in Section 1 may be made to the Superintendent.

Article 20

In-Service

Section 1.

It is agreed that attendance at in-service programs conducted outside of the normal school day and during the summer shall be on a voluntary basis. In-service courses are defined as those courses offered solely, or in direct co-sponsorship, by the Rush-Henrietta Central School District.

Section 2.

All in-service courses must have prior approval of the Superintendent, or designee. To receive payment for an in-service course, the teacher's building principal must determine that the course is appropriate to the professional development of the teacher in their work for the School District. Successful completion of the approved course of study is necessary to receive payment. Such successful completion shall be certified by the instructor to the chief Human Resources officer and the teacher, in writing.

Section 3.

There shall be no payment for in-service courses taken while the teacher was employed by another district.

Section 4.

Payment for an approved and successfully completed in-service course, pursuant to Section 2 above, shall be on the basis of \$30.00 per clock hour.

Section 5.

Instructors for in-district in-service courses shall be paid at the rate of \$60.00 per hour.

Article 21

Grievance Procedure

Section 1. Declaration of Purpose

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

Section 2. Definitions

- 2.1 Grievance. For the purposes of this Agreement, a grievance shall be defined as a dispute or controversy between an individual employee covered by this Agreement or the Association and the Board, arising out of the application or interpretation of the terms of this Agreement.
- 2.2 Association. Association shall mean the Rush-Henrietta Employees Association Teachers' Chapter.
- 2.3 Aggrieved Party. Aggrieved party shall mean any unit member filing a grievance. In the case of a probationary teacher, the Association shall be deemed the aggrieved party.
- 2.4 Party in Interest. Party in interest shall mean any party named in a grievance who is not the aggrieved party.

Section 3. General Procedures

- 3.1 Each written grievance shall include the name and position of the teacher or teachers affected by the alleged grievance, 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 existed, 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 the redress sought by the aggrieved party.
- 3.2 If the events or conditions which allegedly constitute a grievance directly affect 25% or more of the teachers in a school building, the Association may submit a grievance directly at Step 2 of the grievance procedure. If the events or conditions which allegedly constitute a grievance occur in two or more buildings, the Association may submit the grievance directly at Step 2 of the grievance procedure.
- 3.3 Nothing contained in this Article shall be construed as limiting the right of any teacher allegedly having a grievance to discuss the matter informally with any appropriate member of the administration.
- 3.4 The existence of the grievance procedure hereby established shall not be deemed to require any teacher to pursue the remedies here provided.
- 3.5 The aggrieved party may be represented at any step of the grievance procedure by a representative of his own choosing. However, the Association if not chosen as the representative shall have the right to have an observer present and to present the position of the Association at any phase of the procedure after 5.1 [a], below.

Section 4. Time Limits

- 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 of 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 limits specified shall permit the lodging of an appeal at 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 may be extended by mutual agreement in writing between the aggrieved party and the Superintendent.

Section 5. Grievance and Review

- 5.1 Step 1: Principal
 - a. A unit member having an alleged grievance shall discuss it with their building Principal with the objective of resolving the matter informally.
 - b. If the grievance is not resolved informally, it shall be reduced to writing on the approved form and presented to the building Principal within [2] school days after

the date of the discussion at 5.1 [a] above. Within two [2] school days after the written grievance is presented to them, the principal shall render a decision thereon, in writing, and present said answer to the aggrieved party.

5.2 Step 2: Superintendent or Designee

- 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 shall, within five [5] school days, present the written grievance and the principal's written answer, if any, to the Superintendent, or designee (usually the chief Human Resources officer).
- b. Within five [5] school days after the written grievance and written answer, if any, is presented to them, the Superintendent, or designee, shall convene an informal conference with the aggrieved party and all parties in interest.
- c. Within fifteen [15] school days after the close of the conference the Superintendent, or designee, shall present their written decision to the aggrieved party.

5.3 Step 3: Joint Labor/Management Committee

- a. If the grievance is not satisfactorily resolved at Step 2 and the aggrieved party wishes to proceed further under this grievance procedure, said aggrieved party shall, within five [5] school days, submit the written grievance to the Joint Labor/Management Committee for inclusion on its next scheduled meeting's agenda.
- b. If the grievance cannot be resolved through the Joint Labor/Management Committee process, the grievance process will move on to Step 4.

5.4 Step 4: Arbitration

- a. If the grievance is not satisfactorily resolved at Step 3, 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 Steps 1-3 simultaneously to the Association's Grievance Committee and the Superintendent within five [5] school days of the decision at Step 3.

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] 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 and the District will select an arbitrator from the approved list of arbitrators. Such list will consist of arbitrators who:

- 1. Are approved by both the Association and the District.
- 2. Agree to work directly with the Association and the District.

3. Agree to follow the rules and procedures of the American Arbitration Association.
 4. The list shall contain five [5] names. The District and the Association may each remove one name, if desired, in August of each school year. The parties will add a replacement within thirty [30] days.
 5. If none of the arbitrators are able to be assigned, the parties shall mutually select another arbitrator. If the parties cannot agree, a list of seven [7] arbitrators shall be requested from the American Arbitration Association and the arbitrator shall be selected by alternately striking names.
- 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. In the case of a grievance regarding use of the Health Fund Plan, the arbitrator's decision must be consistent with Internal Revenue Service regulations and guidelines.
 - 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 22

Physical Examinations

After the teacher is offered employment, but not later than sixty [60] days after the first scheduled day of a teacher's employment, each teacher who is commencing the first year of the probationary period shall submit to the District Medical Officer, on a form provided by that Officer, the results of a medical questionnaire. Said Officer may require the teacher to provide additional data, including a physical examination, which may be administered by any licensed physician of the teacher's own choosing and the expense shall be borne by the teacher.

For failure to comply with this requirement, the teacher shall not be permitted to commence or continue employment.

Article 23

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 School District.

Section 2. Application

1. All regularly employed members of the professional staff who are on tenure may make applications for a fellowship.
2. 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.
3. 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:
 - a. If for study, the name of the institution at which the applicant intends to study and the courses to be pursued;
 - b. If for research, an outline of the project;
 - c. If for travel, a plan of travel; or
 - d. If for any other activity, an appropriate outline of the project or plan of action.

Section 3. Regular Fellowship

The District and the Association encourage the innovative use of the fellowship program during the regular school year.

Such innovative use could lead to certification in an additional area of certification or retraining.

Section 4. Selection

1. A fellowship may be granted to projects of one [1] full year or one-half [$\frac{1}{2}$] year in duration.
2. There shall be no minimum nor maximum number of fellowships which may be granted in any year. The number, if any, to be granted shall be at the discretion of the Board.
3. Selection of fellowship recipients shall be based upon:
 - a. The value to the teacher and School District of the proposed project;
 - b. Seniority;
 - c. Fair distribution of fellowships among secondary and elementary personnel; and
 - d. Fair distribution of fellowships among subject areas.
4. Applications for a fellowship shall be reviewed by a fellowship committee consisting of [a] the Superintendent, or designee; [b] two [2] members of the Board of Education; and [c] the President of the Rush-Henrietta Employees Association Teachers' Chapter or a previous fellowship recipient. 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 5. Fellowship Administration

1. 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.
2. Fellowship recipients shall remain on tenure during the duration of the fellowship. The duration of the fellowship shall be counted as a period of credited service for purposes of seniority and annual raise.
3. 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.
4. Acceptance of a fellowship shall not negate or prejudice the right of a teacher to take at any time with the approval of the Board of Education a leave of absence without pay to accept a fellowship, scholarship or other special opportunity to teach or study outside the Rush-Henrietta system.
5. 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.
6. It is expected that fellowship recipients shall return to the District upon expiration of the fellowship period and will complete school years equal to three [3] times the duration of the fellowship granted. If the recipient does not return to the District upon expiration of the fellowship period, other than as a result of involuntary separation, that teacher shall repay to the District the full amount of any and all monies received from the District during the fellowship period. Such amount[s] shall become due and owing to the District immediately upon the recipient's failure to resume their teaching responsibilities upon the expiration of the fellowship period.

If the teacher granted a full year fellowship returns for one full school year following expiration of the fellowship period but fails to complete the second full school year, except by reason of involuntary termination of their teaching services by the District, such teacher shall become immediately indebted to the District in an amount equal to two-thirds [2/3] of the amount of any and all monies received from the District during the fellowship period. If the teacher granted a half-year fellowship returns for half of the school year following expiration of the fellowship period but fails to complete the next half of the school year, except by reason of involuntary termination of their teaching services by the District, such teacher shall become immediately indebted to the District in an amount equal to two-thirds [2/3] of the amount of any and all monies received from the District during the fellowship period.

If the teacher granted a full year fellowship fails to complete the third full school year following the expiration of such fellowship period, except by reason of involuntary termination of their teaching services by the District, the teacher shall become immediately indebted to the District in an amount equal to one-third [1/3] of the amount of any and all monies received from the District during the fellowship period. If the teacher granted a half-year fellowship fails to complete the third year following the expiration of such fellowship period except by reason of involuntary termination of their teaching services by the District, the teacher shall become immediately indebted to the District in an amount

equal to one-third [1/3] of the amount of any and all monies received from the District during the fellowship period. The District will deduct from the unit member's pay check the amount owed. If any remaining balance owed to the District is not paid by the unit member within thirty (30) calendar days, the District will take any and all legal and necessary means to seek reimbursement of the monies owed. Any expenses the District incurs in seeking collection will be added to the outstanding balance.

Section 6. Fellowship Leave of Absence: BOCES Teaching

1. Upon recommendation of the Superintendent, the Board may grant a fellowship leave of absence to a teacher to teach in a BOCES program when it is designed to improve the professional competence of the teacher and benefit the School District.
2. All regularly-employed members of the professional staff may make application for this leave. Each application shall be submitted to the Superintendent on forms supplied by the Board and must include a statement of the definite purpose for which the leave is requested.
3. Leaves may be granted to projects of one [1] full year or one-half [½] year in duration. There shall be no minimum or maximum number of fellowships which may be granted in any year. The number, if any, to be granted shall be at the discretion of the Board. Selection of the leave recipients shall be based upon:
 - a. The value to the teacher and School District of the proposed leave;
 - b. Seniority;
 - c. Fair distribution of leaves among secondary and elementary personnel; and
 - d. Fair distribution of leaves among subject areas.
4. Applications for a fellowship shall be reviewed by a BOCES fellowship committee consisting of [a] the Superintendent, or his designee, [b] two [2] members of the Board of Education; and [c] the President of the Rush-Henrietta Employees' Association, Teachers' Chapter. 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.
5. Leaves granted under this section may be with or without pay.
6. Tenured recipients shall remain on tenure during the duration of the leave.
7. The duration of the leave shall be counted as a period of credited service for purposes of seniority and for advancement on the salary schedule, but not for completion of the probationary period.
8. Acceptance of this leave shall not preclude the recipient's simultaneous acceptance of a grant, fellowship, or salary from another institution designed to facilitate the proposed project.
9. Acceptance of a leave shall not negate or prejudice the right of a teacher to take at any time with the approval of the Board of Education a leave of absence without pay to accept a

fellowship, scholarship or other special opportunity to teach or study outside the Rush-Henrietta System.

10. Recipients of this leave 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.
11. The recipient may return upon thirty [30] days' written notice to the District.

Article 24

Emergency Closing Days

In the event that a school day is cancelled due to emergency circumstances, teachers will not be expected to be in attendance at their respective schools. However, if as a result of days cancelled, due to emergency circumstances, the teaching days are reduced below 180 days, teachers shall make up the days up to and including 180, on such days as may be designated by the Superintendent.

In the event that a school day is canceled beyond the allotted number of emergency closing days for that school year, as noted on the official school calendar, each subsequent emergency closing day teachers will be required to provide remote instruction. The form of remote instruction – synchronous or asynchronous – will be determined by the District, in accordance with the applicable remote learning plan(s). There will be a minimum of two (2) allotted emergency closing days.

The terms “emergency closing” and “emergency circumstances” shall not apply to any school closing related to a pandemic or other emergency declared by an outside governmental agency or executive order under which the District is required to continue to provide an instructional program to students.

Article 25

Instructional Council and Curriculum Work

Section 1. Roles and Responsibilities

1. Instructional Council serves as an advisory team to the Executive Director of Learning and Innovation. The sharing of information in this forum is an important method for gathering feedback and soliciting suggestions from the school faculties regarding instruction and related issues. The District and Association understand that meaningful teacher input into curricular programs and instructional practices is essential.
2. Membership on the Instructional Council will include at least one [1] teacher from each elementary school and at least two [2] teachers from each secondary school to be elected by the faculty at each building. The method of election in each building shall be determined by the Association, and shall be completed by June 15 of the preceding school year. The Association President shall notify the Executive Director of Learning and Innovation of the membership of Instructional Council by the last teacher workday of the preceding school year. These deadlines may be modified for any given year by mutual agreement between the District and Association. Teacher representatives to Instructional Council shall receive \$500 per year.
3. The District may include administrators on the Instructional Council at its discretion.

4. Instructional Council teacher representatives will communicate the council's work in a timely fashion to their school faculty, and will solicit the faculty's feedback on issues being discussed by the council as well as input about issues that faculty members request that the representatives bring to the council.
5. Instructional Council representatives have the right to bring forward any relevant instructional concerns to the council at their discretion. The Executive Director of Learning and Innovation will develop a process for agenda-setting so that representatives have an opportunity to add items to the agenda prior to each meeting. Representatives are required, at their school principal's request, to discuss with the principal any issues that have been discussed at the council that pertain to that school.
6. It is understood by the District and the Association that the Board of Education has responsibility for establishing policies and regulations that govern the process for curriculum review and development, and that the Board of Education has vested the Executive Director of Learning and Innovation with the responsibility for implementing this process and the authority to approve changes to curriculum and programs. Final authority to approve curriculum, textbooks, courses and instructional programs rests with the Board of Education.

Section 2. New Courses, Textbook and Program Adoption

1. New courses shall be proposed through the process described in District Policy Exhibit 4200-E, including review by the Instructional Council.
2. Proposals for the adoption of textbooks or new instructional programs shall be developed through a committee process consistent with District Regulation 4510-R. These committees, to be facilitated by a program director, shall include teacher representatives who are responsible for the delivery of the curriculum, textbook and/or program.
3. During the approval process for a proposed new course, or a new textbook or instructional program, proposals shall be presented to the Instructional Council for review and feedback. After considering the council's feedback, the Executive Director of Learning and Innovation shall make a recommendation to the Superintendent of Schools. Should a majority of the Instructional Council disagree with the Executive Director of Learning and Innovation, representatives shall provide a viable alternative (including a written rationale), which the Superintendent will share with the Board of Education along with the final recommendation.
4. Teachers using a curriculum or related resource or program may forward feedback about the curriculum or its implementation at any time to the appropriate program director so that the feedback and any proposed changes may be considered. Teachers who have followed this process and are not satisfied with the response from the director may express their feedback to their Instructional Council representative, who may request that it be discussed at a council meeting.

Section 3. Summer Curriculum Work

1. Each spring the Executive Director of Learning and Innovation will present to the Instructional Council the approved curriculum work for the upcoming summer. The Office of Instruction will provide an opportunity for qualified staff to apply for curriculum work, and Instructional Council representatives will make their school faculty aware of these

opportunities. The Executive Director of Learning and Innovation will share with Instructional Council the proposed list of staff assigned to each project.

2. For summer curriculum work (and others occurring on school recess days), a workday shall consist of the equivalent of seven and one-half [7½] hours, inclusive of a one half-hour [½ hour] lunch period. Work days can be divided into half days. Such division shall be proposed in the application for curriculum work and shall apply to all staff assigned to the project.
3. Completed curriculum work will be submitted to the program director for final approval before payment to the teacher is made. Curriculum work will be paid at the rate of \$35 per hour.

Article 26

Salaries

Section 1.

- a. Effective July 1, 2025, the minimum starting salary will be as follows:
2025-2026: \$45,000
2026-2027: \$46,000
2027-2028: \$47,000
- b. Effective July 1, 2025, the annual base salary of unit members shall be increased by 4.0% plus \$1,150.

If a unit member has at least one year of district service as of July 1, 2025 the minimum base salary will be \$46,000 without a master's degree and \$49,500 with a master's degree.

Unit members who were on step 28 in 2024-25 will receive the greater of the calculated raise or step 30 in the 2024-25 step schedule.

Effective July 1, 2026, the annual base salary of unit members shall be increased by 3.0% plus \$1,000.

Effective July 1, 2027, the annual base salary of unit members shall be increased by 3.0% plus \$1,000.

- c. All employees will be subject to a maximum annual base salary of \$125,000.

Section 2. Attainment of the Master's Degree

In order to be given a one-time salary increase of \$3,000 for obtaining a master's degree, the teacher must notify the Office of Human Resources about the master's degree, and arrange for official transcripts showing completion of the degree to be sent to Human Resources. It is the teacher's responsibility to complete these steps, and the salary adjustment will not be processed until all documentation is received. Note: Notifying Human Resources about earning a professional teaching certification will not suffice as documentation of earning a master's degree.

For employees as of June 30, 2025 who were in columns 1-7 of the 2024-2025 salary schedule, the amount added to their base upon completion of their master's degree will be the difference between column 8 of the 2024-2025 salary schedule and their column on June 30, 2025.

Section 3. Graduate Hours

After obtaining a master's degree, unit members shall be granted an additional \$250 in annual base salary for each six [6] hours of completed graduate credits, up to a maximum of 66 hours beyond the master's degree, subject to the maximum salary.

Advancement in base salary shall only be effective upon completion of the following process:

1. Prior to enrolling in the course(s), the teacher shall complete Part I of the "Graduate Courses/Credit Approval" form requesting approval. This form must be signed by the building principal and forwarded to the Office of Human Resources for approval. To qualify for a salary adjustment, courses must be for graduate-level credit, and be taken at an accredited institution.
2. Once the coursework is completed, the teacher must obtain an official grade report or transcript from the graduate school showing the credit(s) earned.
3. The teacher then must complete and submit Part II of the Graduate Courses/Credit Approval form, along with the official grade report or transcript, to the principal, who will sign and forward them to the Office of Human Resources for final approval.
4. For graduate courses taken in the winter or spring sessions, the approval form and grade report or transcript must be received by the Office of Human Resources no later than July 1. For graduate courses taken during the summer session, the approval form and grade report or transcript must be received no later than November 1. For graduate courses taken in the fall session, the approval form and grade report or transcript must be received by the Office of Human Resources no later than April 1.

Notification Date

Effective Date of Increase

Winter & Spring Session - July 1
Summer Session - November 1
Fall Session - April 1

July 1
Retroactive to September 1
Retroactive to beginning of second semester

Section 4.

Part-time teachers shall receive full percentage and a prorated amount of any lump sum increase.

Section 5. Longevity Payment

Unit members who have been employed with Rush-Henrietta for at least twenty [20] consecutive years (under the New York State Teachers Retirement System) who document to the District that they have accrued at least 29 years of service credit with the NYSTRS, may request a one-time longevity payment in the amount listed below. This payment will be added to the unit member's base salary for the school year in which they request the payment. This payment will not be subject to the maximum annual base salary.

2025-26: \$3,000
2026-27: \$4,000
2027-28: \$5,000

In order to qualify for this payment, the unit member must meet the following conditions:

- a. Twenty-nine [29] or more years of credited service under the New York State Retirement System. The unit member must provide NYSTRS documentation of this service credit, with a written request to receive the longevity payment, to the District by September 1 of the school year in which they would like to receive the longevity payment.
- b. Twenty [20] or more consecutive years of full-time teaching in the District immediately preceding the longevity payment request.
- c. The employee is a full-time unit member.

The longevity payment shall be paid to the unit member in their regular payroll during the school year described in paragraph (a). The unit member's salary shall be reduced by the increased amount for the following school year, and any contractual salary increases for that year shall be applied after the reduction.

Section 6.

- a. The employment year for unit members in the following assignments, and earning the additional percentages to their base salaries, will include three [3] workdays prior to the regular teacher work year (prior to Labor Day and excluding the Superintendent Conference Days) and two [2] workdays at the conclusion of the regular work year (after the last regular teacher workday).

Effective with the 2012-13 school year, newly hired unit members in the following assignments will not have additional percentages added to their base salaries, nor will they be required to work the five [5] additional days, stated above, as part of their contractual work year salary.

After determination of the appropriate base salary, vertical and graduate credits, the individuals shall receive the following:

	<u>Percentage of Base Salary</u>
School Counselor	4.5%
Librarian	4.5%
School Psychologist	6.0%
Social Worker	6.0%

This additional percentage will not be subject to the maximum annual base salary.

- b. Department Leader (Senior High School) – Selected by building principal on an annual basis – they maintain a full schedule.

Math	\$4,500
English	\$4,500
Science	\$4,500
Social Studies	\$4,500

- c. Instructional Lead Teachers (ILT) - Up to ten team members in each school building, including the Webster Learning Center, will be selected by the building principal on

an annual basis. ILT members will be compensated for their time at the contractual curriculum writing rate.

- d. Social-Emotional Learning (SEL) Coaches - Each school building, including the Webster Learning Center, may at the discretion of the district have SEL coaches selected by the building principal on an annual basis. The district will allot \$4,500, per building, to be split among the selected SEL Coaches.
- e. A District-wide Counseling Lead, selected by the Director of Equity and Wellness on an annual basis, will be compensated at the stipend amount of \$6,000 per year.
- f. A lead school nurse teacher or registered nurse and a lead speech language pathologist, selected on an annual basis by the District, will maintain a full schedule, and each will receive a stipend of \$2,000.

Section 7.

- a. Teachers participating in the tutoring program shall be paid using the part-time hourly hiring schedule (Article 33, Section, Part C).
- b. Teachers offering supplementary academic support that is approved by the principal that is beyond their regular professional classroom duties will be paid \$50 per hour for direct student contact.
- c. Teachers providing Intersession will be paid \$60 per hour, and may be required to support students who are taking various courses within a specific content area.

Section 8.

1. Summer Employment

- a. Teachers wishing to teach in the District summer school program will make their request to the Office of Human Resources by April 15. The notification of applicants will begin on April 15 and be completed by June 1.
- b. The summer school teacher workday shall be 3.5 hours for teachers with 3 hours (full load) of student instruction. The workday shall be 2.5 hours for teachers with 2 hours (half load) of student instruction. The workday shall be 4.5 hours for teachers with 4 hours (enhanced full load) of student instruction.
- c. Each teacher shall have a minimum of thirty [30] consecutive minutes of unassigned time during the workday.
- d. Each teacher shall be paid the equivalent of two [2] 3.5-hour workday stipends for program planning, material preparation, and final reporting. The summer school principal may direct that one [1] of these workdays be devoted to specific District summer school initiatives.
- e. Teachers required for curriculum/instruction meetings beyond the regular summer workday will receive an additional stipend of \$45 per meeting. These meetings will be scheduled by the end of the regular school year, be required no more than once per week, and last no longer than ninety [90] minutes. Additional such meetings

scheduled will be for voluntary teacher attendance and will carry the same stipend. The District reserves the right to cancel any such meeting (with a minimum 24-hour notice), in which case no stipend will be paid.

- f. On occasion, there may be a need to call a brief (not to exceed 15 minutes) faculty meeting as to proper administration of the summer school program. There will be no additional stipend for such a meeting.
- g. Rush-Henrietta teachers, with teaching experience in a specific subject area, will have first preference for summer school positions.
- h. Summer school workday stipends:

Year	Half Load	Full Load	Enhanced Full Load
1st	\$89.65	\$143.55	\$184.80
2nd	\$95.15	\$152.35	\$195.80
3rd	\$101.75	\$162.25	\$207.90
4th	\$107.80	\$172.15	\$221.10
5th+	\$115.00	\$183.00	\$235.00

- 2. Any unit member who is eligible for the responsibility factor described in Section 5 of this article who is invited by the District to perform their regular school year duties during the summer (unless otherwise specifically stated), shall receive 1/200 of the individual's base salary per seven and one-half [7½] hour day, inclusive of the responsibility factor. Unit members invited by the District to work during the summer on duties or special programs/ assignments not related to their work during the school year shall receive 1/200 of their base salary per seven and one-half [7½] hour day, exclusive of the responsibility factor.
- 3. Teachers participating in implementing Individualized Education Plans [IEPs] or programs related to Special Education students and approved by the District shall be paid at the rate of \$120.00 per seven and one-half [7½] hour day.
- 4. School nurse teachers/registered nurses participating in the summer sports physical program shall be paid at the rate of 1/200 of the individual's base salary per seven and one-half [7½] hour day. School nurse-teachers shall be employed for one summer employment day to prepare for school year duties and shall be compensated pursuant to Article 26, Section 8, paragraph D.
- 5. Any unit member who is not eligible for the responsibility factor described in Article 26, Section 5, who is invited by the District to perform their regular school year duties during the summer, [unless otherwise specifically stated] shall receive 1/200 of the individual's base salary per seven and one-half [7½] hour day.
- 6. It is further agreed that if the Board has determined that there will be summer curriculum work and/or a summer school program and if the annual budget is approved, in that event if the salary schedule for the current year has not been agreed upon between the Board and the Association,

those participating in summer work shall be paid on the basis of the prior year's salary with the understanding that retroactive adjustment may be made if negotiated and agreed upon by the District and the Association.

7. It is recognized that building or district shared decision-making initiatives may warrant a request for summer employment. Such requests are to be made to the Superintendent and will be assessed on their individual merits. It is understood that final authority to approve or disapprove such requests rests with the Board of Education. A workday will consist of the equivalent of seven and one-half [7½] hours, inclusive of a one-half [½] hour lunch period. Workdays can be divided into half days. Such division will be proposed in the application for summer work and will apply to all staff assigned to the project.
8. It is understood that the availability of summer employment is within the sole discretion of the Board of Education and, in addition, is contingent upon approval of the annual budget.

Section 9. Military Credit

A teacher who is called into active military service while employed by the district will receive an annual raise as to comply with all federal laws.

Section 10. Salary Payment Plans

Teachers may elect to be paid on either the ten [10] or twelve [12] month salary plans as explained below:

1. Ten [10] Month Salary Plan

The salary of teachers on the ten [10] month pay cycle will be divided into twenty [20] equal amounts. The checks will be 1/20 of annual salary and be paid on the 15th of each month, or the business day immediately preceding the 15th, if the 15th is not a business day, and the last business day of each month, beginning in mid-September and concluding with the last business day in June.

2. Twelve [12] Month Salary Plan

The salary of teachers on the twelve [12] month pay cycle will be divided into twenty-four [24] equal amounts. The checks will be 1/24 of annual salary and be paid on the 15th of each month, or the business day immediately preceding the 15th, if the 15th is not a business day, and the last business day of each month, beginning in mid-September and concluding with the last business day in June.

Unless otherwise specified, all payroll deductions will be between the last pay date in September and the last pay date in June.

3. After placement on either a ten [10] or twelve [12] month salary payment plan, a teacher may not elect to change to a different salary payment plan for the duration of that employment year. If the teacher wishes to elect a different salary payment plan, changing from ten [10] to twelve [12] or vice versa, that election must be in writing and must be submitted to the Human Resources Office in June of the employment year immediately preceding the employment year in which the change is to be made. The total responsibility for making the change shall be borne by the teacher.
5. All extra money earned during the school year by a teacher shall be paid in a regular check on regular payroll periods between January and June. This provision shall not apply to

monies earned under Section 5 of this Article 26. Coaching salaries shall be paid upon completion of the coaching assignments as approved by the athletic director.

6. All payments will be made by direct deposit.

Section 11. Additional Salary Schedules

Attached hereto and made a part hereof are the:

- Coaching Salary Schedules
- Compensated Extracurricular Activity Schedule

Sports Coaching Salary Schedule

Group A

Varsity Tackle Football Head Coach
Winter Varsity Head Coach

Group B

Fall and Spring Varsity Head Coach
Unified Bowling Head Coach (0.4 of stipend)
Unified Basketball Head Coach (0.7 of stipend)
Assistant Varsity Tackle Football Coach
Junior Varsity Tackle Football Coach

Group C

Program Assistant Coach
Junior Varsity Coach

Group D

Modified Coach
Seasonal Strength/Conditioning Advisor

Coaching appointments shall be made by the Board, upon recommendation of the Superintendent, on a yearly basis. The Board, upon the recommendation of the Superintendent, may place the coach within the range indicated below at the time of initial appointment:

Group A: \$5,000-\$8,500
Group B: \$4,500-\$7,700
Group C: \$3,000-\$6,500
Group D: \$2,500-\$5,500

If appointed for successive years of coaching that sport, the coach's stipend will increase by 2% in 2025-26, 3% in 2026-27, and 4% in 2027-2028. For those coaches slated to move down a step in 2025-26 based on the assigned step in 2024-25, the 2% percentage would be added afterwards.

For any current coach, their 2025-26 stipend amount will be at least the minimum amount listed above for their group.

There shall be no release time from regularly assigned teaching responsibilities for participation in any of the afore listed coaching positions.

COMPENSATED EXTRACURRICULAR ACTIVITIES

All Headings for Secondary Schools, and Grade 4-6 Schools as Applicable

ACTIVITY	2025-2026	2026-2027	2028-2029
Academic Interscholastic Clubs			
Academic Club Competition	\$1,467	\$1,511	\$1,571
(Coordinator)	\$265	\$273	\$284
Academic Event Competition	\$1,101	\$1,134	\$1,179
(Coordinator)	\$265	\$273	\$284
After school study hall/homework club (per session)	\$40	\$41	\$43
Comet Cafe Supervisor (min. 2) each	\$1,591	\$1,639	\$1,704
Chamber Orchestra (Senior HS)	\$3,580	\$3,688	\$3,835
Class Advisor – Freshman (max. 2) each	\$1,644	\$1,694	\$1,761
Class Advisor – Sophomore (max. 2) each	\$1,644	\$1,694	\$1,761
Class Advisor – Junior (max. 2) each	\$2,465	\$2,539	\$2,641
Class Advisor – Senior (max. 2) each	\$2,465	\$2,539	\$2,641
Concession Supervisor – Senior HS	\$1,026	\$1,057	\$1,099
DECA	\$1,591	\$1,639	\$1,704
Detention Supervisor (45 min. session)	\$40	\$41	\$43
ESports Advisor (per Fall/Spring Season)	\$3,295	\$3,393	\$3,529
Foreign Language Seminar	\$820	\$845	\$878
German Foreign Student Exchange – Senior HS	\$1,536	\$1,582	\$1,645
Graduation Ceremony Music (outside regular teacher work year)	\$313	\$323	\$335
Interscholastic Athletics Equipment Mgr. (Senior HS)	\$7,395	\$7,617	\$7,922
Interscholastic Athletics Equipment Mgr. (Junior HS)	\$5,755	\$5,927	\$6,165
Intramural Supervisor (full year) - (rate per every 100 students in the school)	\$989	\$1,019	\$1,060
Jazz Ensemble (Senior HS)	\$3,579	\$3,687	\$3,834
Link Crew – Senior HS (max. 6) each	\$1,644	\$1,694	\$1,761
Music Ensembles – single (1 hour/wk.)	\$1,315	\$1,354	\$1,408
Music Ensembles – double (2 hours/wk.)	\$2,630	\$2,708	\$2,817

National Honor Society – Senior HS (max. 2) each	\$1,644	\$1,694	\$1,761
National Junior Honor Society – Junior HS (max. 2) each	\$1,197	\$1,233	\$1,283
Natural Helpers (max. 3) each	\$1,069	\$1,101	\$1,145
Newspaper	\$1,591	\$1,639	\$1,704
Nurse Supervisor at Games	\$119	\$123	\$128
Pep Band Advisor	\$696	\$717	\$745
Radio Supervisor	\$1,193	\$1,229	\$1,278
Saturday Detention Supervisor (per 2-hour session, Senior HS)	\$99	\$102	\$106
Ski Club	\$1,591	\$1,639	\$1,704
Spectrum Singers (Senior HS)	\$3,580	\$3,688	\$3,835
Student Council Advisor (max. 2) each	\$2,465	\$2,539	\$2,641
Supervision (Before/After school) Listed as an hourly rate	\$41	\$42	\$44
Chaperone (Only students in attendance. Examples include dance, field trip), up to 4-hours, after 4-hours then hourly rate.	\$85	\$87	\$91
Event Supervision (events with family/community attendance. Examples include sporting event, performance, cultural fair, math night, literacy night, STEM night, etc.), up to 3-hours, after 3-hours then hourly rate.	\$84	\$87	\$90
Synchronized Swimming	\$1,990	\$2,050	\$2,132
Synchronized Swimming Assistant	\$793	\$816	\$849
Ticket Sales Supervisor	\$1,591	\$1,639	\$1,704
Washington D.C. Coordinator (max. 2 per school)	\$2,514	\$2,589	\$2,693
WEB – Junior High Schools (max. 4) each	\$1,644	\$1,694	\$1,761
Westinghouse	\$820	\$845	\$878
Yearbook Advisor	\$2,980	\$3,070	\$3,193
Yearbook Assistant	\$1,193	\$1,229	\$1,278
Other Clubs	\$820	\$845	\$878

STAGE PRODUCTIONS

Director Stipend

Director appointments shall be made by the Board, upon recommendation of the Superintendent, using the listed stipend amount below.

Drama, Senior High School: \$2,600
Musical, Senior High School: \$5,200

Drama, Junior High School: \$1,110
Musical, Junior High School: \$3,400

Musical/Performing Arts Performance Director, Intermediate Schools: \$2,300

If appointed for successive years as director, the director's stipend will increase by 5% in 2025-26, 3% in 2026-27, and 4% in 2027-2028.

All other Stage Production Titles are Listed below:

	2025-2028
Drama, Senior High School	
Properties	\$857
Costume	\$857
Lighting	\$857
Set Director	\$1,074
Musical, Senior High School	
Properties	\$857
Costume	\$857
Lighting	\$857
Choral Director	\$2,772
Instrumental Director	\$2,772
Choreographer	\$2,772
Set Director	\$1,719
Pit Band	\$857
Drama, 7-9 Schools	
Properties	\$857
Costume	\$857
Lighting	\$857
Set Director	\$430
Musical, 7-9 Schools	
Properties	\$857
Costume	\$857
Lighting	\$857
Choral Director	\$1,109
Instrumental Director	\$1,109
Choreographer	\$1,109
Set Director	\$1,290
Pit Band	\$857
Musical / Performing Arts Performance, 4-6 Schools	
Sets / Properties (combined)	\$967
Lighting	\$857
Choral or Instrumental Director	\$1,109
Choreographer	\$1,109

Coaches will be paid in one lump sum, the amount as determined above, only after the season has been completed and the postseason requirements, as established by the Director of Athletics, have been completed by that coach.

If for any reason the season for any of the afore listed sports, as that season has been set by the Director of Athletics, is shortened or cancelled, the coach's salary shall be prorated or withheld accordingly.

There shall be no released time from regularly assigned teaching responsibilities for participation in any compensated extracurricular activities except with the prior approval of the teacher's building principal.

Field trips during the school day that extend into the evening hours and include dinner as a part of the field trip will be paid the event supervision rate.

If a teacher performs a compensated extracurricular activity in two [2] schools, that teacher shall receive one and one-half times the amount set forth in the above schedule for that activity.

Payment for that compensated extracurricular activity listed above shall be made in one lump sum following completion of the activity and approval of the required voucher by the principal. Teachers who are advising any compensated extracurricular activity listed above shall be responsible for the following procedures:

1. Teachers leading a club will submit an initial roster of the students in their club to their building principal by the last Friday in October.
2. Teachers leading a club will submit an updated roster of the students in their clubs to their building principal on the first Friday of the second semester of the school year.
3. Teachers leading a club will submit a final roster, along with a summary of the club's activities and recommendations for improvements, to their building principal by the second Friday in June.
4. For clubs or activities which are seasonal or operate for part of the year, teachers leading a club will submit an initial roster of students at the end of the first month that the club is operating, and will submit a final student roster and concluding status report to the principal when the activity ends.

Any teacher wishing to conduct a club shall submit a written request to his or her building principal each year. The principal shall review the request and forward the request, with recommendations, to the Superintendent, or designee. The Superintendent, or designee, shall review the request and the principal's recommendation and shall determine whether the club shall be recognized for that school year. If the Superintendent recognizes a club, the teacher responsible for that club shall be paid the stipend established for "Other Clubs." This provision applies to all schools with clubs listed herein.

The procedures for prior approval set forth above shall apply also to the extracurricular activities listed herein.

The teacher shall receive written notification of approval or disapproval prior to the first meeting of such a club from the building principal.

The District agrees that once a club has been approved according to the terms outlined above the club will continue to operate for the course of the school year as long as student participation in the club remains active.

In the event that student attendance drops below levels that bring into question the viability of the club, and the District decides to cancel the club for that school year, the District agrees to pay the advisor(s) a prorated stipend for all club meetings and activities that have taken place prior to the cancellation. The District and the Association agree to meet to mutually agree upon how the stipend will be prorated.

Section 12.

The District shall release all Occupational Therapists, Speech Language Pathologists, and Physical Therapists who receive/maintain such license to address Medicaid reimbursement claims in relation to their work, from one district-directed conference period per month. The District shall determine which conference period shall be released.

Social Workers who provide Medicaid supervision, who receive/maintain such license to address Medicaid reimbursement claims will not be assigned an administrative duty.

Speech Language Pathologists (SLP) who provide Medicaid "Under the Direction of" (UDO) support will have one weekly thirty (30) minute UDO session in their assignment per each SLP they support. In addition, they will have one additional thirty (30) minute in-person observation session per month for each Medicaid-eligible student the SLP supports.

The District shall also reimburse the cost of said license for all employees in this section.

This provision will only remain in effect as long as the District participates in the Medicaid program.

Section 13.

The employer shall payroll deduct and remit payments to the NYSUT Benefit Trust upon submission to the Payroll Office of a signed authorization.

Section 14.

The employer shall payroll deduct for VOTE/COPE contributions upon submission to the Payroll Office of a signed authorization.

Section 15.

Subject to applicable laws, a unit member may elect to contribute a portion of their 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.

Section 16.

Effective January 1, 1995 and subject to the approval of the Internal Revenue Service, the district shall establish a Flexible Spending Account program.

Section 17. Online Courses

The District at its discretion will offer courses that are taught online or in a hybrid format of in-person and online instruction. Teachers will be assigned to these courses at the District's discretion. An online course will count as a regular teaching assignment and will be subject to the workday parameters and requirements in Article 7, Article 17, Appendix C, and elsewhere in this Agreement, as well as the appraisal process in Article 15. Summer online courses will conform to the requirements and parameters of summer employment, per Section 7 of this article.

Teachers of new online courses may request curriculum development days with the approval of their program director, through the regular Instructional Council process, per Article 26. Teachers assigned to an online course may request up to one (1) release day per year to plan for technology and course implementation, subject to their principal's approval.

Article 27
Health and Wellness Benefits

Section 1. Health Insurance

- a. The District will participate in the Rochester Area Schools Health Plan II (RASHP II) and offer the BluePoint 2 Select Plan, the BluePoint 2 Value Plan and the Signature High Deductible Health Plan (HDHP) or a similar plan if these are altered.
- b. Effective September 1, 2025, the District's contribution rate for the Signature HDHP will be 95% of the premium for current enrollees and new hires. For current HDHP members enrolled in the *Employee and Child(ren)* plan, a \$200 stipend will be paid no later than November 15, 2025.

Effective January 1, 2026, the Signature HDHP plan becomes the base plan for all members. The District's contribution will be 95% of the annual HDHP annual premium.

Members enrolled in Signature HDHP may opt to enroll in BP2 Value at their own cost for the difference in premiums.

Retired employees may select from the same options as active employees. Eligible employees are entitled to coverage under only one health insurance plan contributed to by the District.

- c. The District will make dental insurance available to employees and will contribute up to \$500 towards the annual premium, effective January 1, 2026.

- d. Eligible employees who elect not to take health insurance and dental under this section will receive an annual stipend of \$3,000, pro-rated if the election is for a period of less than the school year. This shall be paid in two equal installments in February and October. In the event the employee, due to unforeseen circumstances, must rejoin the District's health insurance plan, any stipend paid will be prorated accordingly. Those who receive an opt out payment will not be eligible for HRA or HSA contribution.
- e. Any part-time hourly paid unit member may join the District's RASHP II Plan at their own expense. To join, the part-time hourly paid unit member must notify the District in writing and execute a wage deduction authorization form, authorizing deduction of the monthly premium amount.
- f. For purposes of health insurance, marriages recognized as legally binding in New York State apply.
- g. Effective July 1, 2017, in the event that an employee selects or utilizes the BluePoint 2 Select health plan, or equivalent, as District-sponsored health insurance coverage or benefits, and that causes the employee to receive an "excess benefit" under 26 U.S.C. §4980I or any other federal or state legislation, rule, or regulation issued in relation to the Patient Protection and Affordable Care Act (ACA) or the Health Care and Education Reconciliation of 2010, the employee will be responsible for paying the value of any resulting excise ("Cadillac") tax that is imposed upon the plan, the plan sponsor, plan administrator or the District.
- h. Effective July 1, 2017, in the event that an employee selects or utilizes any other District-sponsored health insurance plan coverage or benefits in a manner that causes the employee to receive an "excess benefit" under 26 U.S.C. §4980I or any other federal or state legislation, rule, or regulation issued in relation to the Patient Protection and Affordable Care Act (ACA) or the Health Care and Education Reconciliation of 2010, 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.

Section 2. Health Fund Plan

- a. For employees enrolled in the Signature HD health plan as of Jan. 1, 2022, and subsequently, in lieu of an HRA the District will provide a Health Savings Account (HSA), and will 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

Accounts dormant in excess of two years will be closed and balances will revert to the District unless the employee or retiree affirms their desire to keep the account open.

- b. Effective January 1, 2026, the annual contribution rates by the District to the Health Reimbursement Account (HRA) for employees enrolled in the Blue Point 2 Value and Blue Point 2 Select plans, are 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

- c. Contributions shall be made on January 1 of each year.

Section 3. Group Life Insurance

Premium costs for the Group Life Insurance Policy are to be shared equally by the Board and regular full-time and part-time hourly unit members. After completion of three (3) years of continuous full-time service with the District, the amount will be twice the employee's salary to the next higher \$1,000.

Part-time unit members may elect coverage under the Group Life Insurance Policy. Coverage will be equal to the part-time unit member's annual salary with the premium costs to be shared equally by the district and the part-time unit member. To join, the part-time unit member must notify the district in writing and execute a wage deduction authorization form, authorizing deduction of the employee's share of the monthly premium amount.

Article 28

Academic Intervention Services

District-required academic intervention services scheduled outside of the normal teacher workday will be governed by the following:

- a. Positions will be posted, and current unit members will have preference for assignment to such positions.
- b. Assignment to such positions will be on a voluntary basis.
- c. Teachers will plan instruction and deliver a specific curriculum with no course grade given. These are not credit-bearing courses.
- d. The size of such classes will be no more than fifteen [15] students.
- e. Unit members assigned to these classes shall be paid a proration of their annual salary, to be determined by dividing the annual salary of the unit member by 200 [days] and 7.5 [hours].

Article 29

Substitute Teachers

Section 1. Definitions

- a. Per Diem Substitute - An individual who is appointed on a day by day basis to replace a teacher whose absence, due to such things as, but not limited to, personal leave or bereavement leave, is anticipated to be of short duration.

The per diem substitute enjoys no benefits provided by this Agreement and is paid at a daily rate established by the Board of Education.

- b. Regular Long-term Substitute - An individual who is appointed to replace a teacher who is on a lengthy leave of absence, due to such things as, but not limited to, child bearing-rearing leave, military leave or sabbatical leave. The duration of such absence would normally, at its outset, be for a semester or more.

The regular long-term substitute enjoys all the benefits provided by this Agreement, and is paid at a rate determined by appropriate placement on the teacher's salary schedule.

- c. Extended Substitute - An individual who is appointed to temporarily fill a vacant position, which vacancy has been declared by the Board of Education.

Section 2.

If, by appropriate Board action, a bona fide vacancy is determined to exist within the negotiating unit, an interim substitute may be assigned to that vacancy for up to twenty [20] school days to assure the opportunity to recruit a qualified replacement to fill the vacancy.

If the extended substitute who was assigned to the vacancy is appointed during or at the end of the substitute assignment, to fill that vacancy, that teacher's probationary appointment shall begin retroactive to the first day on which that teacher was assigned as an interim substitute, to the vacancy.

Section 3.

An extended substitute or regular substitute will be paid at the monthly rate of 1/10 of the appropriate annual salary if either:

- a. The substitute teacher served in the same replacement capacity for at least twenty [20] school days in a calendar month, or
- b. There are fewer than twenty [20] school days in a calendar month and the substitute teacher served in the same replacement capacity for all the school days in the month.

Section 4.

If a per diem substitute is assigned to the same replacement position for twenty [20] consecutive school days, that per diem substitute shall be retroactively paid the difference between the prorated appropriate annual salary, according to that teacher's experience and the per diem rate paid retroactive to the first day of such consecutive assignment to the date on which the consecutive service ends.

Observance of a recognized religious holiday shall not constitute an interruption of the twenty [20] consecutive school-day period. The Superintendent, or designee, may make exceptions to the twenty-day consecutive school-day period.

Section 5.

Each period of substitute service, as a per diem substitute, a regular long-term substitute or an extended substitute, is separate and distinct. For example, if a substitute completes twenty [20] or more consecutive school days assigned to the same position and is subsequently assigned to that same position following a break in such assignment, that teacher will commence a new period.

Section 6.

Substitute teachers, whether a per diem substitute, a regular long-term substitute or an extended substitute, acquire no rights to the position to which they are assigned.

Article 30**Discipline and Dismissal Procedures****Section 1.**

In any administrative investigation of a tenured teacher's conduct, that teacher may, upon the teacher's request, be accompanied by a representative of the Association.

Section 2.

In the event that, following an administrative investigation of a tenured teacher's conduct, the administration intends to pursue a disciplinary action against that teacher, the chief Human Resources officer shall notify the President of the Association in writing. Following that notice the teacher may choose to have a representative of the Association present at any meeting at which the teacher's conduct will be discussed.

Section 3.

If an employee within this negotiating unit does not enjoy the protection of Section 3020-a of the New York Education Law but has been employed by the District for more than three consecutive years within this negotiating unit, such employee may request a hearing before the Superintendent, or his designee, in the event the employee is discharged or disciplined in the form of a written reprimand or a suspension without pay.

In the event of such discipline or discharge, the employee must file a written request with the Superintendent for such a hearing within ten [10] days after the employee is notified of such discipline or discharge.

The conduct of the hearing shall be determined by the Superintendent, or his designee.

The determination of the Superintendent, or his designee, shall be final. The employee may be represented by an Association representative.

Article 31**Dues Deductions****Section 1.**

The District agrees to deduct from the wages of employees who are members of the Association, the dues of such Association as the individual employee individually and voluntarily shall authorize the District to deduct and to transmit the monies thus deducted to the Association.

Section 2.

Authorizations for such deductions shall be in writing on a form provided by the Association, signed by the individual and placed on file in the District's Business Office.

Section 3.

- a. Payroll deductions of Association dues shall be made in equal amounts on a date agreed upon by the Association and the Superintendent or designee. New employee dues will be deducted no later than thirty (30) days after the District receives a membership form.
- b. Dues deductions shall continue without interruption unless and until a member withdraws membership in accordance with the policies of the Association and its affiliates.
- c. The Association shall provide the District with a list of unit members for whom dues should be deducted and the signed authorization forms for such unit members who have voluntarily authorized the District to deduct dues.
- d. The Association will protect, defend, indemnify, and save harmless the District from any and all claims, damages, disputes, and liability as a result of administering this article.

Article 32 **Retirement**

The terms “retire” and “retirement,” as used throughout this Collective Bargaining Agreement, are defined as separation from employment by an eligible employee under the appropriate New York State Retirement System (TRS or ERS), 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 this Collective Bargaining Agreement.

Section 1. Health Insurance

- a. Full-time employees who retire with at least ten [10] years of full-time Rush-Henrietta service (under the New York State Retirement System) and who have been employed by the District for at least ten [10] full-time years immediately preceding the effective date of retirement, and who retire when these conditions exist, will receive 10 annual contributions as listed below which will be placed in the unit member’s Health Care Fund as allowable by law.

10 years of service: \$8,000

20 years of service: \$9,000

30 years of service: \$12,000

- b. For purposes of benefits described in this Article, an approved leave of absence shall not be considered a break in consecutive service. However, it shall also not be counted toward the ten-year service requirement.
- c. The employee agrees to remit to the District, by the 20th of each month through electronic deductions, the employee's share of the premium for the succeeding two [2] months. Such payment shall be submitted, if any, to the attention of the Business Office.

Failure to make said advance payment shall entitle the District to cancel the retiree's, or the spouse's, coverage. Following such cancellation, the District shall be automatically and completely relieved from any further payments on behalf of that retiree and/or spouse.

- d. Under [a] above, the District's obligations shall automatically cease ten [10] payments after the date of retirement. If the retiree dies prior to ten [10] payments after the date of retirement and subject to [c] above, the District shall contribute its remaining share of the payments to the surviving spouse. Such contributions shall cease upon either the death of

the surviving spouse or ten [10] payments after the date of retirement, whichever occurs first.

- e. Nothing contained in this Article shall prevent the District and the Association from negotiating a modification, abolition or replacement of the existing insurance coverage for active employees. Such negotiations shall also be binding upon retirees.
- f. For employees who qualify for the benefit listed under (a) above, they may choose to opt-out of this annual benefit and replace it with a one-time taxable payment of one of the contributions listed below, based on years of service:

\$50,000 one-time payment after 10 Years Of Service
\$60,000 onetime payment after 20 Years Of Service
\$70,000 one-time payment after 30 Years Of Service

In electing this option, the employee waives all rights to purchase health insurance in retirement through the District's group plan.

Section 2. Life Insurance

- a. Teachers who retire from the Rush-Henrietta School District, who have completed a minimum of ten [10] years of full-time Rush-Henrietta employment immediately preceding the effective date of 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.
- 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 teacher 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.

Section 3. Sick and Personal Leave Provision

Unit members 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 paid personal leave days. In no event may this amount exceed \$25,000.

The qualifying conditions under which a unit member may retire and be eligible for the retirement incentive are:

- a. Ten [10] years of credited service under the New York State Retirement System.
- b. Ten [10] consecutive years of full-time teaching in the District immediately preceding retirement.

- c. The employee is a full-time unit member.
- d. The unit member must retire at the end of the school year in which the request is made.
- e. An irrevocable letter of intent to retire shall be filed by February 1 of the school year in which the retirement will take place.
- f. The incentive payment shall be paid in a single check paid to the unit member no later than 30 days after the effective date of retirement.
- g. A unit member may elect to put this payment into a 403 [b] plan.
- h. Provisions of this section shall extend through July and August of the year the unit member notifies the District of intent to retire.
- i. Effective July 1, 2012, above accumulated personal leave days shall be paid to the estate of a unit member who dies while actively employed by the District, at the rate of \$125 per day, not to exceed \$25,000. Effective July 1, 2016, this provision will apply to all accumulated personal leave time.

Section 4.

Upon request, a teacher shall be granted up to twelve [12] months unpaid leave of absence preceding the date of that teacher's retirement under the New York State Teachers' Retirement System [NYSTRS]. The leave shall begin July 1 and end the day before their effective date of retirement under NYSTRS. Teachers who meet the requirements for the benefits of Sections 1 through 4 of this Article shall be eligible for those benefits effective July 1.

Teachers shall receive all benefits in Sections 1 through 4 of the school year preceding such leave of absence. Teachers shall receive all benefits in Sections 1 through 3 of this Article if an irrevocable letter of intent to retire is filed between February 2 and August 1 of the school year preceding such leave of absence. Health insurance and Health Care benefits will continue for ten [10] years from July 1. The teacher will initiate their retirement from the NYSTRS when they are first eligible. Failure to comply may result in forfeiture of any remaining benefits listed in this Article.

For purposes described in this Section [Section 5], retirement is defined as the end of the last school year in which the teacher is an active employee. It is understood that the teacher may not be eligible to begin collecting a pension until some date during the following school year.

Article 33 **Part-Time Unit Members**

Section 1.

- a. Part-Time Unit Members - Whenever used in this Agreement, Part-Time Unit Members shall mean those certificated employees whose primary duties are those of their Full-Time colleagues in accordance with District practice.
- b. Part-Time Hourly Paid Unit Members - whenever used in this Agreement Part-Time Hourly Paid Unit Members shall mean those certificated employees who are employed

specifically, for small groups and tutorial instructional activities generally under the direct supervision of a Full- Time staff member in accordance with District practice and who have a regularly-scheduled work week of not more than twenty-nine [29] hours.

- c. Effective July 1, 2001, part-time hourly paid reading and math teacher positions will be converted to part-time unit member positions.

Section 2. Salary

- a. Part-Time Unit Members - Regularly-scheduled part-time employees shall have their salary calculated each year of employment as follows:
- b. The initial base salary shall be determined for the part-time employee as though that employee was a regular full-time teacher. Having determined the appropriate salary for a secondary classroom teacher, each class shall be prorated on the basis of one-fifth [$\frac{1}{5}$] per class. Science classes with labs will be prorated on the basis of one-fourth [$\frac{1}{4}$] per class.

Those regularly scheduled part-time employees at the elementary level who are regularly scheduled to work at least three and one-half hours per day shall receive prorated personal leave. Those regularly scheduled part-time teachers at the secondary level who are regularly scheduled to work at least three hours and forty-five minutes per day shall receive prorated personal leave.

- c. Part-time hourly unit members will receive an increase in their hourly pay rate of 4.0% per year, effective July 1, for each school year of this agreement.
- d. Hiring Schedule – minimum hourly pay rates:

Less than one-year teaching experience	\$23.00
One to 5 years teaching experience	\$25.00
More than 5 years teaching experience	\$27.00

Section 3. Benefits

- a. Part-Time Unit Members
 - Prorated personal leave days – per Article 8
 - Bereavement leave - three [3] workdays per Article 10
 - Jury Duty - per Article 11
 - In-service - per Article 20
 - Prorated payment of Health Insurance per Article 27, Section 1
 - Life insurance - per Article 27, Section 3
 - Prorated Health Fund Plan
- b. Part Time Hourly Paid Unit Members
 - Bereavement leave - three [3] workdays per Article 10
 - Health insurance at employee's expense
 - Life insurance - per Article 27, Section 3
 - Jury Duty - per Article 11
 - In-service - per Article 20
 - Paid Holidays - Columbus Day, Veterans Day, Thanksgiving Day, day after Thanksgiving, Martin Luther King Day, Memorial Day

- Five [5] personal leave days – per Article 8. Unused leave accumulated at the end of the employment year [June 30] shall be carried forward into the next employment year. There shall be no maximum accumulation of personal leave days.

Section 4.

- a. Part-Time Unit Members - The employment year for part-time teachers shall be the same as for regular full-time classroom teachers as designated by the school calendar in any given school year.
- b. Part-Time Hourly Paid Unit Members - The employment year will vary from year to year and shall be determined at the sole discretion of the District in each year. The normal work year shall be defined as 180 days.

Part-time hourly paid employees shall receive their hourly rate of pay for all activities required by the District beyond their regularly scheduled hours.

Section 5. Work Day, Work Week

Part-time hourly paid unit members who are scheduled to work at least 20 but not more than twenty-nine [29] hours a week and who will be employed for a minimum of thirty [30] consecutive weeks shall be scheduled for one-half hour planning time during the scheduled work day or the equivalent amount of time per five-day work week. Each unit member shall be scheduled for one-half hour unpaid lunch time during the scheduled work day.

Section 6. Travel

Traveling part-time unit members and part-time hourly paid unit members will have travel time of thirty [30] minutes within their scheduled working hours. A travel allowance at the established district rate shall be reimbursed to each traveling teacher upon the timely submission of appropriate mileage vouchers.

Section 7. Layoff - Part-time hourly unit members

- a. If, in the District's opinion, it becomes desirable and necessary to lay off one or more employee[s] within the part-time hourly paid unit member certification areas, the part-time employees will be laid off in reverse order of District seniority within the certification area.
- b. The decision to lay off is at the sole discretion of the District and will not be subject to the grievance procedure of this Agreement.
- c. In the event of a layoff, the District will create a recall list for part-time hourly paid employees by certification area and by seniority. Recall of part-time hourly paid employees shall be only to part-time hourly positions.
- d. An employee's recall rights expire three [3] calendar years after the date of layoff or if the employee rejects an offer of recall, whichever occurs first.

Section 8. Combination of Part-Time Unit Members and Part-Time Hourly Paid Unit Members

Any teacher who holds a combined position as a part-time member and as a part-time hourly paid unit member and who has twenty-two [22] or more student contact hours shall have paid lunch and paid planning time.

Section 9. Registered Nurse Position

- a. The salary for the part-time registered nurse position will be based on the part-time hourly schedule, Article 33, Section 2. Part-time registered nurses are scheduled to work at least twenty [20] but not more than twenty-nine [29] hours per week, and will be employed for a minimum of thirty [30] consecutive weeks.
- b. Benefits
 - Bereavement leave - three [3] workdays per Article 10.
 - Health and life insurance at employee's expense.
 - Jury Duty - per Article 11.
 - Paid Holidays – Columbus Day, Veterans Day, Thanksgiving Day and the day after Thanksgiving, Martin Luther King Day, Memorial Day.
 - Five [5] personal leave days in accordance with Article 8. Unused leave accumulated at the end of the employment year [June 30] shall be carried forward into the next employment year. There shall be no maximum accumulation of personal leave days.
 - A registered nurse scheduled for four [4] hours or more shall receive a ten [10] minute break period.
 - Travel time – per Article 33, Section 6.
 - Meetings – A registered nurse shall be paid their hourly rate when required to attend meetings beyond the work day. If the time between the end of the scheduled work day and the beginning of the required meeting is less than one [1] hour, that time shall be paid at the hourly rate.

Article 34

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 an EAP will be strictly confidential and no record of the involvement may become a part of an employee's personnel record.

Article 35

Pre-Kindergarten

Teachers who are assigned to one section of pre-kindergarten (half-day) shall be entitled to all benefits on a prorated basis. Teachers assigned to one section of pre-kindergarten shall be credited with one-year experience for seniority purposes in the Elementary tenure area and shall receive the salary increases as outlined in Article 27 Section 1b.

Article 36

New Teacher Mentoring Program

Section 1.

Newly-hired teachers will be assigned a “collegial coach” or “collegial peer” based on whether or not they have earned tenure in a NYS Public School. As part of either partnership, the goal

is to support the new hire during their first year of teaching in the District. If possible, the collegial coach or collegial peer will be in the same building as the new teacher and at the same grade level/subject area.

Section 2.

Tenured, permanently certified teachers may apply to be a coach or peer to a panel appointed by the Teacher Center Policy Board. Appointments will be made by June 30. New teachers hired during the summer or at the beginning of the school year will be appointed a coach by September 15.

Section 3.

Collegial coaches or collegial peers are encouraged to attend one day of the new teacher orientation program in August for coaches/peers, training to be provided by the Office of Professional Learning. Coaches/peers appointed after the August meeting will attend a coaches training workshop after school begins.

Collegial coaches will meet with their new teacher one time per week on a scheduled basis for the first half of the year and as needed during the second half of the year. Coaches will conduct 3 peer observations of the new teacher and give them feedback; review in-service courses offered by the District with their new teacher; and be generally available to their assigned new teacher as needed. Teachers will be given release time when needed to be used to conduct observations. All information between the newly hired teacher and coach will not be used in the evaluation process.

Collegial peers will meet at least monthly with their new teacher(s) to support their navigation of the first year. Release time will be made available to either the new hire or collegial peer if there is a request by a probationary teacher for a peer collegial observation.

Section 4.

Probationary teachers may be assigned a coach for a second year if there are concerns about job performance.

Section 5.

Collegial coaches who are assigned to work with one new teacher will receive an annual stipend of \$2,000 from the District. Coaches who are assigned to work with two new teachers will receive an annual stipend of \$3,000 from the District. These coaches must conduct two (2) peer observations of each new teacher.

Collegial peers who are assigned to work with one new teacher will receive an annual stipend of \$800 from the District. Peers who are assigned to work with two new teachers will receive an annual stipend of \$1,400 from the District. Peers who are assigned to work with three new teachers will receive an annual stipend of \$1,800 from the District.

Section 6.

Newly hired teachers, with a collegial coach, will observe a lesson taught by their coach and one other teacher during their first year. Teachers will be given release time when needed to conduct observations. Newly hired teachers with a collegial peer may request a peer observation of their collegial peer.

Article 37
Newly Hired Employees

The District agrees to inform the Association President in writing of all new employees covered by this bargaining unit. That notification shall include name, job title, salary and starting date. The District also agrees to provide each new employee a copy of the negotiated Agreement.

Article 38
Wellness

All unit members will have access to District wellness “open” programs (gymnasiums, pool, weight rooms, athletic fields), at no charge, in accordance with District policies, procedures, guidelines, and protocols. This does not include formal instructional programs operated by Continuing Education nor programs operated by municipal recreation services.

Article 39
Duration

The provisions of this Agreement, except as otherwise specifically provided herein, shall become effective as of July 1, 2025, and shall continue in full force and effect until, and including, June 30, 2028.

Article 40
Savings Clause

This Agreement and all provisions contained herein are subject to all applicable laws. In the event 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 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 a part of this Agreement.

Article 41
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 areas 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 referred to or covered in this Agreement or with respect to any subject or matter not specifically referred to or covered by this Agreement.

Section 4.

The Board and Superintendent retain all rights, powers and authority, including its right to assign duties to teachers, it had prior to entering this Agreement except as expressly abridged or modified by this Agreement.

AS AGREED UPON this 18th day of June, 2025.



President, RHEA – Teachers' Chapter



Superintendent of Schools

APPENDIX A

Appraisal Forms

Note: These apply only to unit members who are not covered by the 2012 APPR law.

I. Year-End Appraisal Form – Non-APPR Teachers

Name:

Building:

Role:

Date:

Supervisor:

Introduction:

Areas of Professional Practice:

- a. Content Knowledge
- b. Planning and Preparation
- c. Instructional Delivery / Student Development and Assessment
- d. Learning Environment / Management of Setting
- e. Professional Growth and Collaboration
- f. Reflective and Responsive Practice
- g. Communication
- h. Other Professional Responsibilities

Summary Comments:

Teacher Comments:

We have discussed this report.

Teacher

Date

Supervisor

Date

c: Personnel file

II. Pre-Observation Form – Non-APPR Teachers

Name:

Building:

Role:

Date:

Supervisor:

1. Student Data (as applicable)
2. Best Practices / Developmental Considerations
3. Purpose / Goal / Learning Target (if applicable)
4. Prior Steps / Preparation / Context and Background
5. Description of Setting to be Observed (including planned activities)
6. Assessment / Evaluation of Goals and/or Learning Targets (as applicable)
7. Supporting Documents (as applicable)
8. Possible Adjustments

III. Observation Form – Non-APPR Teachers

Name:

Date:

Grade/Class:

Time/Period:

Building:

Supervisor:

Description (what was observed, seen or heard):

The following effective practices were observed and should be continued:

Recommendations or points for consideration:

Other feedback for consideration in this observation:

IV. Reflection Form – Non-APPR Teachers

Name:

Building:

Role:

Date of Observation:

1. As you reflect on the observation, what evidence is there that the purpose or goal was achieved?

2. What examples of best practice or developmental considerations were in evidence?

3. How did the strategies and approaches you implemented support your goal or target?

4. Did you make adjustments to your plan during the observation? What, how, and why?

5. If you were to do this observed activity again, what might you do differently (if anything)?

6. Any other thoughts you would like to share about this observation?

APPENDIX B

Conference Periods

The conference period is designed to make time available during the school day for teachers to engage in professional duties and collaboration. Activities during teacher-directed conference periods may include but are not limited to:

- Planning with other teachers, such as special education co-teachers, ENL teachers, etc.
- Progress monitoring and other Professional Learning Community-related activities.
- Consultations with other teachers, such as special education teachers, special area teachers, instructional coaches, and AIS providers and specialists.
- Conferences with parents as scheduled by administrators, counselors or the teacher.
- Provision of extra help to students in the classes assigned to the teacher.
- Attending meetings called by the principal or other supervisor.
- Completion of work assigned by the principal or other supervisor.
- Other activities directly related to teaching duties.

The District will provide a district-wide form to allow unit members to provide notes from conference periods to an administrator upon request a maximum of three [3] times per week.

It is further understood that, for this period, areas within the building appropriate to the work being performed will be identified.

Both parties further recognize that the activities engaged in during this period will and can vary from day to day, but will be appropriate as outlined above. Such variations may require the teacher to work in locations other than the one identified. When such changes are necessary, the teacher will leave word where in the school they can be reached.

APPENDIX C

Senior High School Block Scheduling

The normal load for high school teachers shall be the equivalent of five [5] classes that meet three times in a six-day cycle, for approximately eighty [80] minutes, one administrative assignment of approximately eighty [80] minutes and one conference period of approximately eighty [80] minutes over a two-day cycle as long as there is a daily block schedule composed of four [4] blocks of approximately eighty [80] minutes and one [1] block of approximately forty [40] minutes.

Science teachers may be assigned an overload of one additional approximately eighty-minute period per six-day cycle in order to accommodate courses with Regents or Advanced Placement lab requirements, and will be released from their administrative duty as a result. Also, Physical Education teachers may be assigned an overload of one additional approximately eighty-minute period per six-day cycle to accomplish teaching eight [8] sections of PE that meet twice per six-day cycle, and will be released from one-half of their administrative duty as a result.

Classes, administrative assignments and conference periods may be divided into two periods of approximately forty [40] minutes in lieu of one eighty-minute period. A conference period is the approximately eighty [80] minute block of time in addition to unassigned time that occurs in a full-time teacher schedule once every other day.

1. Science or PE teachers who are assigned a 16-block schedule will have an average of no more than 220 minutes per day of assigned classes (including AIS or other academic support classes) over a six-day cycle.
2. All unit members who are fulfilling the administrative assignment will have students assigned to them for supervision in the cafeteria, gym, computer lab, academic center or a classroom, or may be assigned to supervision duty in a general area such as a corridor.

Conference periods will conform to the expectations in Article 7, Section 6, and Appendix B of the collective bargaining agreement. Unit members who are fulfilling the conference period will be available to students, except for district-directed conference periods during which they are fulfilling a professional duty that precludes working with students. The District shall direct the equivalent of one (1) approximately 40-minute conference period per week. Other conference periods shall be used consistent with Appendix B.

3. Homeroom (or its equivalent) will be considered an administrative assignment if scheduled during the approximate 40-minute 5th block. However, the District may choose to schedule classes during that block. Classes taught during that period will count forty [40] minutes toward the normal load for those teachers, and they will be given an administrative assignment at another time.
4. Unit members who have an administrative assignment will fulfill their conference period duties during the equivalent of one teaching period every two days. The District shall not direct more than 40 minutes of conference period time on days when the teacher is assigned the equivalent of three [3] approximately eighty [80] minute blocks.

At the request of either party, the parties will enter into discussions concerning this language for the purpose of resolving problems or issues with the block schedule model.

APPENDIX D

Teaching Hours – Music Teachers Grades 4-6

The following terms and conditions shall apply to music teachers in grades 4-6 whose starting and ending times have been adjusted in a given school year, per Article 7 of the Agreement:

1. These teachers will teach one of their required classes during the enrichment block for music ensembles as part of their FTE teaching assignment. Regardless of their schedule, they will still maintain a weekly average of 50 minutes per work day of unassigned time (not including lunch), per Article 7, Section 4. Teachers assigned to an early or late start/end time will not have more student contact time than those teachers without an early or late start/end time.
2. These teachers will not be required to attend the morning conference period on the days they are assigned to those hours. They will still attend the equivalent of up to one District-directed conference period per week, per Article 7, Section 6. These teachers may also be released from this commitment to allow for consultation and collaboration with colleagues, with the principal's approval.
3. Music teachers working an adjusted schedule may choose to voluntarily attend the morning conference period (for activities per Appendix B) on a day they are assigned to those hours, and in exchange, will be allowed to use an equivalent amount of time during their non-teaching blocks or non-directed conference periods that week as unassigned time.
4. On the days they are assigned to adjusted hours, these teachers will not be present for the 10-minute before-school supervision time for intermediate school teachers, and this 10-minute supervision duty will not be reassigned.
5. The District will provide one (1) supervision stipend for each ensemble performance or concert at the intermediate schools that occurs outside the intermediate school day and enrichment block. The District will provide one supervision stipend regardless of how many ensembles are performing at the event. This stipend shall be paid to a unit member (or other employee) who is not a teacher assigned to teach the ensemble(s). The stipend amount will be determined according to Article 26 of the Agreement.

APPENDIX E

RUSH-HENRIETTA APPR EVALUATION FORM

Teacher: _____

School Year: 20 ____ - 20 ____

Position: _____

Evaluator: _____

Location: _____

Second Observer: _____

☐ Probationary Teacher ☐ Tenured Teacher ☐ Other (LTS, etc.)	OBSERVATIONS		District, School GOALS (D/S)	1 Individ. GOAL (optional) (I)	EVALUATION FEEDBACK Comments
	Primary Evaluator (90%) HEDI Ratings (1-4)	Second Observer (10%) HEDI Ratings (1-4)			
I. Planning & Preparation					
A. Knowledge of Content/Pedagogy					
B. Knowledge of Students					
C. Setting Instructional Outcomes					
D. Knowledge of Resources					
E. Designing Coherent Instruction					
F. Designing Student Assessments					
II. Classroom Environment					
A. Create Environment of Respect/Rapport					
B. Establishing Culture for Learning					
C. Managing Classroom Procedures					
D. Managing Student Behavior					
E. Organizing Physical Space					
III. Instruction					
A. Communicating with Students					
B. Using Questioning/Discussion Techniques					
C. Engaging Students in Learning					
D. Using Assessment in Instruction					
E. Demonstrating Flexibility/Responsiveness					
IV. Professional Responsibilities					
A. Reflecting on Teaching					
B. Maintaining Accurate Records					
C. Communicating with Families					
D. Participating in Professional Community					
E. Growing & Developing Professionally					
F. Showing Professionalism					
COMPONENT RATINGS (AVERAGE):			HEDI Ratings: H = Highly Effective (4) E = Effective (3) D = Developing (2) I = Ineffective (1)		
WEIGHTED FINAL RUBRIC RATING:			Goals: D = District Priority S = School Focus Area I = Individual Growth (optional)		

Teacher's Signature*: _____

Date: _____

Evaluator's Signature: _____

Date: _____

* I understand that any items circled/initialed above represent disagreement and may be included in any appeal of the APPR composite rating, per contract. I also understand that I must provide and attach evidence to support my position of rating disagreement within 3 school days of the meeting wherein the disagreement was noted.

APPENDIX E

R-H APPR – COMPOSITE RATING

Determining the Rubric Rating:

1. Include only those observable rubric indicators that have been rated 1 to 4 this year.
2. Calculate average (out of 4.0) for the ratings from the Primary Evaluator's observation(s).
3. Calculate average (out of 4.0) for the ratings from the Second Observer's observation(s).
4. Combine these averages into a weighted final rubric rating as follows:
 - (a) Add (Primary Evaluator Average x 9) + (Second Observer Average)
 - (b) Divide result of (a) by 10
 - (c) Convert result of (b) to a HEDI rating using chart below (no rounding):

If result of (c) is in range:	Then the HEDI rating is:
3.5 to 4.0	Highly Effective
2.5 to 3.49	Effective
1.5 to 2.49	Developing
1.0 to 1.49	Ineffective

Determining the Composite APPR Rating:

	Student Performance Rating	Rubric Rating	Composite APPR Rating
Rating	☐ Highly Effective ☐ Effective ☐ Developing ☐ Ineffective Based on: District SLO: _____	☐ Highly Effective ☐ Effective ☐ Developing ☐ Ineffective Based on Weighted Final Average: _____ / 4.0 (see above)	☐ Highly Effective ☐ Effective ☐ Developing ☐ Ineffective Based on table below

		Rubric Rating			
Student Performance Rating		Highly Effective (H)	Effective (E)	Developing (D)	Ineffective (I)
	Highly Effective (H)	H	H	E	D
	Effective (E)	H	E	E	D
	Developing (D)	E	E	D	I
	Ineffective (I)	D	D	I	I

APPENDIX F

APPR Lesson Plan Form

Teacher:

Grade Level/Subject:

Building:

Date:

1. Class Data –
2. Common Core Standards Applicable –
3. Lesson Objectives (Students will...) –
4. Prior/Subsequent Learning Connections –
5. Lesson Activities (As Applicable)
 - A. Introduction –
 - B. Individual Work –
 - C. Group Work –
 - D. Closure –
6. Materials –
7. Assessments (As Applicable)
 - A. Formative –
 - B. Summative –
8. Possible Adjustments to Lesson –

APPENDIX G

APPR Teacher Observation Script

This form is to be used in the digital observation platform in conjunction with the Danielson rubric

STATUS

☐ Probationary	Pre-Obs Conference _____	Unannounced _____
☐ Tenured	Observation _____	Announced _____
☐ Other (LTS, etc.)	Post-Obs Conference _____	Tenure Area: _____

Teacher: _____ Position: _____ Observer: _____

Evidence Script:

Evidence Sorted By Domain:

<u>DOMAIN 1</u>	<u>DOMAIN 2</u>
<u>DOMAIN 4</u>	<u>DOMAIN 3</u>

APPENDIX H

APPR Post-Observation Reflection Form

Teacher:

Grade Level/Subject

Building

Date

1. As you reflect on the lesson, were students cognitively engaged in the work? How do you know?

2. Did the students attain the lesson objectives? What is the evidence of their learning?

3. How did the instructional strategies you chose support student learning? How do you know?

4. How have you promoted a culture for learning in your classroom?

5. Did you make adjustments to your plan as you taught the lesson? What, how, and why?

6. If you were to teach this lesson again, what might you do (if anything) differently?

7. Any other thoughts you would like to share about this lesson?

APPENDIX I

Teacher Improvement Plan (TIP) Form

STATUS:

☐

Probationary

☐

Tenured

☐

Other (LTS, etc.)

DATE FINAL EVALUATION CONDUCTED:

SCHOOL YEAR FOR TIP:

Teacher: _____

Position: _____

Supervisory Administrator: _____

Position: _____

Meeting Participants: _____

Place a check mark next to any domain below that is identified as an area in need of improvement:

___ Planning and Preparation ___ Classroom Environment ___ Instruction ___ Professional Responsibilities

TIMEFRAMES	RECOMMENDED SUPPORTS/RESOURCES	SUCCESS MEASURES

APPENDIX P

Year-End Evaluation Summary for Probationary Teachers

Teacher: _____ Evaluator: _____

Building _____ Grade Level/Subject: _____

Year-End Meeting Date: _____

Identified Areas of Accomplishment and Evidence:

Identified Areas for Further Growth:

Current Progress toward Tenure (check one):

☐ Satisfactory Progress

☐ Qualified Progress

☐ Inadequate Progress

Comments:

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Yearly Employee Data Notes

2025-26

School: _____

Base Salary: _____

Personal Leave Days: _____ as of 9/1/25

Rush-Henrietta Years of Service: _____ as of 6/30/26

NYSTRS Years of Service: _____ as of 6/30/26

I am a member of the Sick Leave Reserve. Yes No

2026-27

School: _____

Base Salary: _____

Personal Leave Days: _____ as of 9/1/26

Rush-Henrietta Years of Service: _____ as of 6/30/27

NYSTRS Years of Service: _____ as of 6/30/27

I am a member of the Sick Leave Reserve. Yes No

2027-28

School: _____

Base Salary: _____

Personal Leave Days: _____ as of 9/1/27

Rush-Henrietta Years of Service: _____ as of 6/30/28

NYSTRS Years of Service: _____ as of 6/30/28

I am a member of the Sick Leave Reserve. Yes No