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Contract Database Metadata Elements

Title: **Honeoye Falls-Lima Central School District and Honeoye Falls-Lima Administrative Association (2012) (MOA)**

Employer Name: **Honeoye Falls-Lima Central School District**

Union: **Honeoye Falls-Lima Administrative Association**

Local:

Effective Date: **07/01/2012**

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**AGREEMENT
BETWEEN THE
HONEOYE FALLS-LIMA ADMINISTRATIVE ASSOCIATION and the
SUPERINTENDENT OF SCHOOLS
FROM
JULY 1, 2008 TO JUNE 30, 2013**

15 Employees

PREAMBLE

The following document is established to: (1) effectuate the provisions of the Public Employees Fair Employment Act of the State of New York (Civil Service Law, Article XIV); (2) encourage and increase effective and harmonious working relationships between the Board of Education of the Honeoye Falls-Lima Central School District and its supervisory and administrative association

The Board of Education recognizes the Honeoye Falls-Lima Administrative Association as the exclusive collective bargaining representative for an employee unit consisting of all administrative and supervisory personnel in the positions of: Principal, Assistant Principal, Director of Physical Education/Health/Interscholastic Athletics, Director of Buildings and Grounds, Director of Transportation, Director of School Lunch; Coordinator of Teaching and Learning; and excluding the positions of Superintendent, Deputy Superintendent, Assistant Superintendent, Director of Finance & Operations, and all others.

**ARTICLE I
PROFESSIONAL DEVELOPMENT**

Each administrator will submit annually a personal, professional development plan to the Superintendent no later than August 15th. The plan will include a description of the development activity (activities). The supervisor's evaluation of the development activity will be included in the annual appraisal process.

**ARTICLE II
EMPLOYEE BENEFITS**

A. Health Insurance

A flexible spending plan in the amount equal to 90% of the cost of Blue Point Value Plan, effective 7/1/08, and 85% effective 7/1/09, plus the life insurance premium, plus the medical reimbursement amount will be given to each unit member to select their benefits. An administrator may opt out of Health Insurance and get an additional one thousand four hundred dollars (\$1,400), which could be used for buying insurance or TSA. The changes in the health benefit apply only to current employees of this unit. Retired members from this unit will maintain the benefit level at which they retired.

The District will pay the full premium for all of the health insurance coverage the District offers for every administrator who has retired from the HF-L School District under the New York State Employees Retirement System or the New York State Teachers Retirement System. This coverage will extend to the spouse of the deceased retired administrator until remarriage or becoming otherwise insured.

Beginning with administrators hired on or after July 1, 2002 and who have completed ten (10) years of service in the District, the District will pay 95% of the premium for all of the health insurance coverage the District offers for every administrator who has retired from the HF-L School District under the New York State Employees Retirement System or the New York State Teachers Retirement System. This coverage will extend to the spouse of the deceased retired administrator until remarriage or becoming otherwise insured.

Domestic Partners who qualify will be eligible for all insurance coverage provided by this Agreement. The District will comply with IRS requirements regarding taxability of Domestic Partner coverage. There shall be a two-year period to establish a Domestic Partnership relationship. The requesting party shall offer proof of at least two years of domestic relationship.

B. Worker's Compensation

All employees of the School District are covered under Worker's Compensation while on official duty. All staff members will be carried at full pay from the day after an accident for each lost day for the number of days of sick leave to which they are entitled for their length of service. After using the limit of equivalent sick leave days available in any school year, the employee will be released from payroll to compensation rates. Any wages paid by the insurance company for lost time while on full pay will be referred to the School District Treasurer. Sick leave time will be reinstated at the time the administrator returns to work. No compensation will be paid by the Board of Education during the time of absence due to accidents sustained while in gainful employment of others or while self-employed.

C. **Long-Term Disability Insurance**

The District will provide to all administrators long-term disability insurance equal to 75% of pay up to a maximum of \$4,500 per month. Coverage is made up of a combination of an individual policy and a group long-term benefit policy. Administrators who possess the Trustmark coverage can continue with that coverage as long as they are employed by the District and Trustmark offers the coverage. As per the MOU dated 3/27/12, the Association agrees to cooperate with the District in converting from individual long-term disability insurance to group long-term disability insurance.

D. **Life Insurance**

The District will provide a \$100,000 term life insurance policy for all administrators. This benefit will be over and above any such coverage provided for in the pension program.

A unit member who retires will be provided \$50,000 term life insurance to age 65. The District will be responsible for the cost of this policy.

E. **Medical Reimbursement Fund**

All unit members will have an individual medical reimbursement fund administered according to terms agreed upon between the District and the Association. The District shall contribute to each unit member's fund as follows: \$1,650 on 7/1/08; \$1,950 on 7/1/09; and \$2,100 on 7/1/10.

F. **Vacations**

Vacation allowance other than legal holidays shall be granted to administrators on the following schedules.

12-Month Personnel: Twenty days per year, accrued in full as of July 1 each year. Vacation time is not cumulative. All vacations will be scheduled during the fiscal year with, and subject to, the approval of the Superintendent of Schools. In addition, any 12-month administrator with 10 or more years of service with the District will be eligible for five (5) additional days of vacation per year. A minimum of five (5) vacation days for all unit members will be used during the summer recess, effective in 2009.

Members of the administrative group are allowed to carry over ten (10) unused vacation days to the following year, to a maximum of 6 weeks vacation in any one year, with the approval of the Superintendent of Schools. Such requests must be made to the Superintendent prior to June 1 of each school year.

Any unit member eligible for paid vacation may choose to redeem up to five (5) unused vacation days per year for pay at the per diem rate, based on 1/260 of annual salary, to be paid in the last pay period of June.

G. **Legal Holidays**

Administrators will be granted thirteen (13) fixed legal holidays that fall within their working period. The legal holidays are to be fixed by the Superintendent of Schools. Each administrator will be entitled to one (1) additional floating holiday upon advance approval by the Superintendent.

H. **Paid Leave of Absence**

1. **Sick Leave:**

a. **12-Month Personnel** shall have no deductions from salary for a maximum of 240 working days during any fiscal year due to illness. This sick leave is non-cumulative and applies for each fiscal year.

2. **Personal Days:** Two days personal leave per year will be granted for legal, religious and family obligations. Approval of the Superintendent of Schools is required. A request shall be submitted in writing five (5) days in advance, whenever possible, prior to the date for which the leave is being requested. This leave does not apply to the day before and the day after a holiday or vacation. Special requests for additional personal days can be submitted to the Superintendent and will be determined on a case-by-case basis with a view to the particular circumstances involved. The granting or denial of an additional personal day(s) should not be considered precedent for the granting of other requests.

3. **Death in Family:** Administrators shall be granted up to four (4) days of leave with full pay during the school year for the purpose of bereavement upon each death of a member of the family and close relatives, and spouse's family and close relatives. For purposes of this section, four (4) days means four (4) school days and said four (4) day period will be computed commencing on midnight of the day of death of the deceased relative. Such leave is not cumulative and will not be charged against sick leave.

4. **Family Illness:** Administrators shall be allowed a maximum of five (5) days leave with full pay during each school year because of serious illness in their immediate family covering mother, father, husband, wife, and children. Such leave is not cumulative and will not be charged against sick leave. Additional days may be granted by the Superintendent in extenuating circumstances. FMLA will apply.

5. Jury Duty: The personnel of the Honeoye Falls-Lima Central School District are expected to serve as jurors when called upon by governmental agencies. In only rare instances will the administration intercede for an employee in asking for release from this obligation. No personnel shall gain or lose salary because of service on jury. Remuneration received for jury duty will be referred to the School District Treasurer. The person serving on jury duty will reimburse the District for the per diem jury duty rate paid to them while on duty. The check should be made out to the School District Treasurer. All of the expense received by the person serving on jury duty will be retained by them.
 6. Conference and Convention Attendance: Administrators may attend conferences and conventions within the limits of the budget. Requests for attendance shall be submitted to the Superintendent of Schools for the Superintendent's approval. Every effort will be made to include money in the budget for professional growth activities for administrators.
- I. **Unpaid Leave of Absence**
1. Parental Leave: Administrators may have a leave of absence not exceeding two (2) years for parental leave. Due notice must be given as soon as pregnancy is known and formal application filed with the Superintendent of Schools for leave of absence.
 2. Personal Leave: Personal leave of absence without pay may be granted for personal reasons, including leave for study or travel, upon the recommendation of the Superintendent of Schools.
 3. Military Leave: An administrator who enlists in the National Guard or who has been drafted or enlists in the Armed Forces of the United States and/or who is required to serve brief periods of service or training as a military reservist shall be treated in accordance with Federal and State laws.
- J. **Payment of Subsidy or Tuition**
District funds may be budgeted to permit administrators to attend accredited programs for the purpose of improving their individual skills and district-approved programs. Requests for the use of such funds must be submitted to the Superintendent of Schools and require the Superintendent's approval.
- K. **Wellness Center**
Unit members shall have access to the District's wellness center for personal use when such facilities are not occupied for scheduled student use.
- L. **Additional Benefit**
The District will pay unit member \$1,300 in 2008-09; \$1,500 in 2009-10; and \$1,700 in 2010-11 per unit member annually toward a TSA or salary.
- M. **Professional Duties**
The District will reimburse unit members for membership in professional education organizations to a maximum of \$500 per year.
- N. **Tuition-Free Enrollment of Children**
Non-resident unit members hired prior to July 1, 2008 may enroll their children in the Honeoye Falls-Lima Central School District on a tuition-free basis.

ARTICLE III REMUNERATION

- A. **Base Increase**
1. In each year of this agreement, any unit member whose salary in the previous year exceeded the benchmark of 110% of previous year's median salary from Monroe County School Districts in the same job titles will receive a 2.0% increase in base salary, plus a fixed dollar amount that will not be added to base salary in the amounts of \$1,700 on 7/1/08, \$2,000 on 7/1/09, and \$2,000 on 7/1/10.
 2. On July 1, 2008 all other unit members shall receive base salary increases of 2.0% + \$1,700; on July 1, 2009 each unit member shall receive base salary increases of 2.0% + \$2,000; and on July 1, 2010 each unit member shall receive base salary increases of 2.0% + \$2,000. Such raises shall be adjusted up or down by reference to the Consumer Price Index, All Urban Consumers (Table 1), published by the Bureau of Labor Statistics, for the calendar year preceding the date of increase. If the CPI increase equals or is greater than 2.5%, the percentage raise shall be increased to 2.5%. If the same average is less than 1%, then the percentage raise shall be 1.25%.
- As per the MOU dates 3/27/12, in the 2012-13 school year, the salaries of unit members will be increased by 1.82% over the 2011-12 base salary for each unit member.

B. **Merit Pay**

Each year, as part of the regular annual performance appraisal process, and in consultation with the unit member, the Superintendent shall identify target objectives, which if successfully accomplished during the following year, would represent any one or a combination of the following:

1. The implementation of an enhanced program previously approved through the annual budget process.
2. A significant change, quantitatively or qualitatively, of the scope of the position's responsibilities.
3. Some other major accomplishment which enhances the quality, economy, or efficiency of the services within the unit member's area of responsibility.

If the unit member exceeds expectations for the satisfactory completion of an annual target objective, the unit member will be entitled up to a 1.0%, not to exceed \$1,200. This merit increase will be paid toward a TSA or cash equivalent and is not part of the base salary. The Superintendent's merit ratings of unit performance rating shall not be subject to the grievance process. Individual merit eligibility shall be based on performance ratings each year for increases to be paid effective July 1 following the rating year.

As per the MOU dated 3/27/12, Merit Pay will be removed from the Agreement.

C. **Payroll**

All twelve (12) month employees will be paid by direct deposit in twenty-six (26) installments from July through June.

D. **Payroll Deductions**

Payroll deductions may be made for the following purposes:

1. United Way
2. New York State Employees and/or Teachers Retirement System
3. Tax Sheltered Annuities
4. Blue Cross/Blue Shield Value Plan or Health Maintenance Organization premiums
5. Credit Union
6. Flexible Spending Account
7. SAANYS Dues

ARTICLE IV CONDITIONS OF EMPLOYMENT

A. **Probationary Periods**

Administrators under the Teachers Retirement System shall serve a probationary period of three (3) years. Recommendation for tenure appointment at the completion of three (3) years probationary service is to be made to the School Board upon the recommendation of the Superintendent of Schools. An administrator who is not to be recommended for appointment of tenure will be notified by the Superintendent of Schools, in writing, not later than 60 days immediately preceding the expiration of their probationary appointment. Administrators under the New York State Employees Retirement System shall serve a probationary period of three months, commencing with the date of appointment to the position. Prior to the completion of three months probationary period, the administrator shall be considered for permanent appointment.

B. **Evaluation**

All administrators shall be evaluated by their immediate supervisor each year. The evaluation will be reviewed personally with them, and the evaluation sheet shall be kept in their personnel file.

C. **Meetings - Board of Education**

Quarterly meetings during each school year, at the request of either party, will take place with representatives of the administrative group and the President and Vice President of the Board of Education.

D. **Resignation**

The following procedure should be followed by all personnel in submitting resignations:

1. All resignations should be addressed to the Superintendent of Schools.
2. Resignations should be submitted to the immediate supervisor for forwarding to the Administrative Office.

ARTICLE V GRIEVANCE PROCEDURE

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

Preliminary Stage

The administrator should first discuss the problem with the immediate supervisor. If the problem can easily be resolved, the employee may not wish to proceed with a formal grievance.

Basic Principles

- A. If the aggrieved person fails to act within twenty (20) work days after he/she knew or should have known of the act or conditions on which the grievance is based, the person waives the right to grieve.
- B. If an aggrieved party fails to appeal an unsatisfactory disposition of the 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.
- C. Failure at any step of the grievance procedure to communicate a decision to the aggrieved party within the time limit specified shall permit the lodging of an appeal to the next step of the procedure within the time which would have been allotted had the decision been communicated on the final day.
- D. The time limits provided herein may be extended by mutual agreement in writing between the aggrieved party and the Superintendent.

Stage I

- A. This step is for those who do not have the Superintendent as their immediate supervisor. The aggrieved person(s) shall present, in writing, the alleged grievance to the immediate supervisor, who shall discuss the claim with the aggrieved and make any investigations that appear necessary. An alleged grievance must be presented within twenty (20) work days of the date of the action. The immediate supervisor shall render a determination in writing to the aggrieved within five (5) work days after the claim has been presented. All persons who have filed a grievance under those procedures shall be entitled to be present with a representative of their own choice, at any stage of the grievance.
- B. If the grievance is not satisfactorily resolved at Step A and if the aggrieved party wishes to proceed further under this grievance procedure or the Superintendent is the aggrieved party's immediate supervisor, the aggrieved party, within five (5) work days, shall present the written grievance and the immediate supervisor's answer, if any, to the Superintendent.
Within five (5) workdays after the written grievance and written answer, if any, is presented to the Superintendent an informal conference shall be held with the aggrieved party.
Within fifteen (15) workdays after the close of the conference, the Superintendent shall present written decision to the aggrieved party.
If the grievance is not satisfactorily resolved at this Stage, the case may proceed to Stage II.

Stage II

An Advisory Council will be appointed to hear alleged grievance(s) that have not been satisfied in Stage I. This Advisory Committee shall consist of three (3) or five (5) members who shall be selected from the administrative team. The Committee must give the aggrieved party and the Superintendent a written response to the grievance or appeal within ten (10) work days after the hearing. The Committee's recommendation may be a review before an executive session of the Board of Education. The decision of the Advisory Council shall not be binding upon the Association, the Superintendent, the aggrieved party, or anyone else.

Stage III

If the aggrieved administrator and the Association are not satisfied with the Board's answer, the Association has fifteen (15) days from the date the answer is received within which it may submit the grievance to arbitration. To submit a grievance to arbitration, the Association must send a letter to the American Arbitration Association ("AAA") with a copy to the Superintendent, which:

- a. requests arbitration of one specifically identified grievance, and
- b. requests the AAA to submit to each party a list of the names of fifteen arbitrators.

Each party, within fifteen days after receipt of its copy of the list, must return its copy to the AAA with any names thereon which are unacceptable to it crossed out and other names numbered in order to show the party's preference. If the AAA determines that no mutually acceptable arbitrator has been selected by the parties, it shall submit a second list of fifteen names and the parties will follow the same procedure with respect to it. If the AAA determines that no mutually acceptable arbitrator has been selected by the parties from the second list, it shall name the arbitrator. The time of the arbitration hearing shall be agreed upon by the parties and the arbitrator. The arbitrator is hereby authorized to interpret and apply, but not to modify, enlarge, or restrict the provisions expressed in this agreement. The decision of the arbitrator is final and binding on the parties. One-half of the fees and expenses of the arbitrator must be paid by each of the parties. All other expenses incident to the arbitration, including the compensation of witnesses, must be paid by the party which incurred them. If either party desires a stenographic transcript of an arbitration hearing, it may cause such a transcript to be made at its own expense, provided it furnishes a copy of such transcript to the arbitrator and to the other party. By submitting a grievance to arbitration, the Association and the aggrieved administrator each waive any and all rights which either may have to pursue any other remedy respecting the subject matter of the grievance before any administrative agency, court, or other tribunal of any kind.

AGREEMENT

This Agreement and all of its provisions are subject to all applicable laws. In the event any part of this Agreement is held to violate these laws, neither party will be bound to the inviolate part, but the remainder of the Agreement will be in force for both parties.

The Agreement for the term July 1, 2008 to June 30, 2011, and subsequently extended by agreement through June 30, 2012, is hereby extended for one additional year to June 30, 2013, with all terms and conditions contained therein remaining in effect, except as expressly provided in the MOU dated 3/27/12.

As per the MOU dated 3/27/12, this agreement is made without prejudice to the rights of either party respecting collective bargaining of a successor Agreement upon the expiration of the extended term of the current Agreement on June 30, 2013.

Dan McCarthy, President
HF-L Administrative Association

8/27/08

Date

Michelle M. Kavanaugh, Superintendent of Schools

8/2708

Date

**AGREEMENT BETWEEN THE HONEOYE FALLS-LIMA CENTRAL SCHOOL DISTRICT AND THE
HONEOYE FALLS-LIMA ADMINISTRATORS ASSOCIATION**

WHEREAS, the Honeoye Falls-Lima Central School District (hereinafter referred to as, "District") and the Honeoye Falls-Lima Administrators Association (hereinafter referred to as, "Association") wish to enter into an agreement given the current economic conditions,

WHEREAS, Honeoye Falls-Lima Central School District and the Honeoye Falls-Lima Administrators Association find the following to be in the best interest of all parties,

WHEREAS, in consideration of the mutual agreements set forth below the parties agree as follows:

1. The collective bargaining agreement between the District and the Association dated July 1, 2008 through June 30, 2011 does not specify a work week. However, unit members typically work a Monday through Friday schedule.
2. The secretarial association and buildings and grounds association have agreed to a compressed temporary work week over the summer, to wit a Monday through Thursday work schedule from June 28, 2010 through August 27, 2010 given the district will be closed on Friday.
3. The District desires to retain supervision over those employees during the times compressed work week
4. As a result the association agrees to a compressed work schedule, Monday through Thursday, meaning the administrator will ensure a work schedule parallel to the secretarial and buildings and grounds daily work schedule to retain supervision over the employees.
5. The District and the Association have read this memorandum of agreement has had its provisions explained to them by their attorney or representative of their choice and fully understand the provisions of this agreement.
6. This memorandum represents the full, final and complete agreement of the parties superseding any oral agreements or understandings, and may not be waived, modified or discharged orally, but only by a written agreement signed by the parties hereto.
7. This agreement is in no way precedent setting.
8. The invalidity or unenforceability of any provision of this agreement shall not in any way affect the validity or enforceability of the entire agreement.
9. Both parties enter this agreement, knowingly, freely, and without coercion.
10. Signatures below indicate all parties being duly authorized have read the foregoing and enter into this agreement.
11. This agreement is temporary for the period of June 28, 2010 through August 27, 2010 and will sunset and expire on August 27, 2010 at 11:59 p.m. where a normal Monday through Friday work schedule will begin.

IN WITNESS WHEREOF, this settlement agreement has been executed this ____ day of May, 2010 intending to be legally bound.

Dr. Michelle Kavanaugh, on behalf of the
Honeoye Falls-Lima Central School District

Date: 5/28/10

Dan McCarthy, Association President

Date: 5/28/10

**Memorandum of Agreement
between
Honeoye Falls-Lima Administrative Association
and the
Superintendent of Schools**

Whereas the Association and the Superintendent have met and discussed their respective interests concerning a successor Agreement to their Agreement currently in effect for the term July 1, 2008 to June 30, 2011; and

Whereas the Association and the Superintendent desire to maintain the economic status quo for the 2011-2012 school year;

It is hereby agreed:

1. The Agreement for the term July 1, 2008 to June 30, 2011 is hereby extended for one year to June 30, 2012, with all terms and conditions contained therein remaining in effect, except as hereinafter expressly provided.
2. In the 2011-2012 school year the salaries of unit members will not be increased, but will remain fixed at the same amounts as in the 2010-2011 school year, unaffected by the operation of Article III, Remuneration, sections A. Base Increase and B. Merit Pay.
3. This Agreement is made without prejudice to the rights of either party respecting collective bargaining of a successor Agreement upon the expiration of the extended term of the current Agreement on June 30, 2012.
4. The Association and the Superintendent acknowledge their responsibility to negotiate concerning elements of the annual professional performance review of building principals pursuant to section 3012-c of the Education Law. Notwithstanding this Memorandum of Agreement, they agree to continue to meet and negotiate in order to reach timely agreement concerning such matters so that they may be in compliance with the provisions of section 3012-c of the Education Law for the annual professional performance review of building principals by applicable deadlines.

IN WITNESS WHEREOF, the parties hereto have set their hands and seals the day and year set forth below.

Dated: 2/8/11

Daniel McCarthy, President
HF-L Administrative Association

Dated: : 2/8/11

Michelle Kavanaugh, Superintendent
Honeoye Falls-Lima Central School District

**AGREEMENT BETWEEN THE HONEOYE FALLS-LIMA CENTRAL SCHOOL DISTRICT
AND THE HONEOYE FALLS-LIMA ADMINISTRATORS ASSOCIATION**

WHEREAS, the Honeoye Falls-Lima Central School District (hereinafter referred to as, "District") and the Honeoye Falls-Lima Administrators Association (hereinafter referred to as, "Association") wish to enter into an agreement given the current economic conditions,

WHEREAS, Honeoye Falls-Lima Central School District and the Honeoye Falls-Lima Administrators Association find the following to be in the best interest of all parties,

WHEREAS, in consideration of the mutual agreements set forth below the parties agree as follows:

12. The collective bargaining agreement between the District and the Association dated July 1, 2008 through June 30, 2012 does not specify a work week. However, unit members typically work a Monday through Friday schedule.
13. The secretarial association and buildings and grounds association are in the process of agreement to a compressed temporary work week over the summer, to wit a Monday through Thursday work schedule from June 27, 2011 through August 26, 2011.
14. The District desires to retain supervision over those employees during the times of the compressed work week.
15. The Transportation Department is excluded from a compressed work week schedule due to required bus runs on Fridays. Therefore, the Director of Transportation has flexibility to choose between a compressed work week or her regular work week.
16. As a result, the association agrees to a compressed work schedule, Monday through Thursday, meaning the administrator will ensure a work schedule parallel to the secretarial and buildings and grounds daily work schedule to retain supervision over the employees.
17. The District and the Association have read this memorandum of agreement has had its provisions explained to them by their attorney or representative of their choice and fully understand the provisions of this agreement.
18. This memorandum represents the full, final and complete agreement of the parties superseding any oral agreements or understandings, and may not be waived, modified or discharged orally, but only by a written agreement signed by the parties hereto.
19. This agreement is in no way precedent setting.
20. The invalidity or unenforceability of any provision of this agreement shall not in any way affect the validity or enforceability of the entire agreement.
21. Both parties enter this agreement, knowingly, freely, and without coercion.
22. Signatures below indicate all parties being duly authorized have read the foregoing and enter into this agreement.
23. This agreement is temporary for the period of June 27, 2011 through August 26, 2011 and will sunset and expire on August 26, 2011 at 11:59 p.m. where a normal Monday through Friday work schedule will begin.

IN WITNESS WHEREOF, this settlement agreement has been executed this _____ day of May, 2011 intending to be legally bound.

Dr. Michelle Kavanaugh, on behalf of the
Honeoye Falls-Lima Central School District

Date: _____ 5/12/11 _____

Dan McCarthy, HFL Administrator Association President

Date: _____ 5/12/11 _____

**AGREEMENT BETWEEN THE HONEOYE FALLS-LIMA CENTRAL SCHOOL DISTRICT
AND THE HONEOYE FALLS-LIMA ADMINISTRATORS ASSOCIATION**

WHEREAS, the Honeoye Falls-Lima Central School District (hereinafter referred to as, "District") and the Honeoye Falls-Lima Administrators Association (hereinafter referred to as, "Association") wish to enter into an agreement given the current economic conditions,

WHEREAS, Honeoye Falls-Lima Central School District and the Honeoye Falls-Lima Administrators Association find the following to be in the best interest of all parties,

WHEREAS, in consideration of the mutual agreements set forth below the parties agree as follows:

24. The collective bargaining agreement between the District and the Association dated July 1, 2008 through June 30, 2012 does not specify a work week. However, unit members typically work a Monday through Friday schedule.
25. The secretarial association and buildings and grounds association have finalized agreement to a compressed temporary work week over the summer, to wit a Monday through Thursday work schedule from June 25, 2011 through August 31, 2012.
26. The Transportation Department is excluded from a compressed work week schedule due to required bus runs on Fridays. Therefore, the Director of Transportation has flexibility to choose between a compressed work week or her regular work week.
27. As a result, the association agrees to a compressed work schedule, Monday through Thursday, meaning the administrator will ensure a work schedule parallel to the secretarial and buildings and grounds daily work schedule to retain supervision over the employees.
28. The District and the Association have read this memorandum of agreement has had its provisions explained to them by their attorney or representative of their choice and fully understand the provisions of this agreement.
29. This memorandum represents the full, final and complete agreement of the parties superseding any oral agreements or understandings, and may not be waived, modified or discharged orally, but only by a written agreement signed by the parties hereto.
30. This agreement is in no way precedent setting.
31. The invalidity or unenforceability of any provision of this agreement shall not in any way affect the validity or enforceability of the entire agreement.
32. Both parties enter this agreement, knowingly, freely, and without coercion.
33. Signatures below indicate all parties being duly authorized have read the foregoing and enter into this agreement.
34. This agreement is temporary for the period of June 25, 2012 through August 31, 2012 and will sunset and expire on August 31, 2012 at 11:59 p.m. where a normal Monday through Friday work schedule will begin.

IN WITNESS WHEREOF, this settlement agreement has been executed this 14th day of February, 2012 intending to be legally bound.

Dr. Michelle Kavanaugh, on behalf of the
Honeoye Falls-Lima Central School District

Date: 2/14/12

HFL Administrator Association Representative

Date: 2/14/12

**Memorandum of Agreement
between the
Honeoye Falls-Lima Administrative Association and the Superintendent of Schools
concerning
HFLAA Retirement Incentive 2012**

Whereas the parties have discussed and reached agreement concerning a retirement incentive to be offered to District employees in titles within the unit represented by the Association; and

Whereas the parties wish to implement their retirement incentive agreement for a limited time period and supplemental to the parties' current collective bargaining agreement;

It is hereby agreed:

1. Eligibility: All unit members who are eligible for retirement under either the New York State Teachers Retirement System or the New York State Employees Retirement System, without reduction in benefits due to failure to reach the minimum age and service requirements for the applicable tier, and who intend to retire from service upon resignation from employment with the Honeoye Falls-Lima Central School District, are eligible for the HFLAA Retirement Incentive 2012 (hereafter "the retirement incentive").
2. Window for application: A unit member who intends to apply for the retirement incentive must submit to the Superintendent, no later than March 12, 2012, an application including an irrevocable resignation effective no later than November 30, 2012, in the form annexed to this Memorandum of Agreement. The resignation contained in any timely application will be considered provisional until the minimum conditions for implementation of the incentive have been met or March 13, 2012, whichever occurs first.
3. Minimum conditions for implementation: The retirement incentive will be implemented if and only if (a) at least two unit members submit timely applications and (b) at least one of the applicants has a 2011-12 base salary above \$105,000. The Superintendent of Schools will notify the President of the Association and all applicants as soon as the minimum conditions for implementation have been met. If the minimum conditions for implementation are not met on or before March 12, 2012, then on March 13, 2012 any applications that have been submitted will be deemed void, and the Superintendent will notify the President of the Association and all applicants that the retirement incentive will not be implemented.
4. Incentive payment: If the minimum conditions for implementation are met, the District will pay to each applicant the sum of Ten Thousand Dollars (\$10,000), net authorized payroll withholding and deductions, in the last regular payroll due to the applicant.
5. No effect on other benefits: Application for and receipt of the retirement incentive provided by this Memorandum of Agreement will not negate or otherwise affect any unit member's eligibility for any previously-approved retirement incentive or any other benefits provided by the parties' Collective Bargaining Agreement.
6. Sunset: This Memorandum of Agreement shall expire upon the latest date of payment by the District of any retirement incentive payment due under the terms of this Memorandum of Agreement, or on March 13, 2012 if the minimum conditions of implementation have not been met by that date.
7. IT IS AGREED BY AND BETWEEN THE PARTIES THAT ANY PROVISION OF THIS AGREEMENT REQUIRING LEGISLATIVE ACTION TO PERMIT ITS IMPLEMENTATION BY AMENDMENT OF LAW OR BY PROVIDING THE ADDITIONAL FUNDS THEREFOR SHALL NOT BECOME EFFECTIVE UNTIL THE APPROPRIATE LEGISLATIVE BODY HAS GIVEN APPROVAL.

IN WITNESS WHEREOF, the parties hereto have set their hands and seals the day and year set forth below.

Dated: 2/28/12

Daniel McCarthy, President, HFL Administration Association

Dated: 2/28/12

Michelle Kavanaugh, Superintendent
Honeoye Falls-Lima Central School District

Application for HFLAA Retirement Incentive 2012

NOTICE: To qualify for the HFLAA Retirement Incentive 2012, the employee must complete and sign this application and deliver it to the office of the Superintendent of Schools no later than the close of business on March 12, 2012.

I, the undersigned, hereby apply for the HFLAA Retirement Incentive 2012. In doing so I certify that I am retirement eligible under either the New York State Teachers Retirement System or the New York State Employees Retirement System without reduction in benefits due to failure to reach the minimum age and service requirements for the applicable tier, and that I intend to retire from service upon my resignation from employment with the Honeoye Falls-Lima Central School District. I hereby irrevocably tender my resignation, effective _____, 2012 (no later than November 30, 2012), upon the condition that my resignation is provisional pending satisfaction of the minimum conditions for implementation of the HFLAA Retirement Incentive 2012 on or before March 12, 2012. I represent that I have read the Memorandum of Agreement between the Honeoye Falls-Lima Administrative Association and the Superintendent of Schools concerning HFLAA Retirement Incentive 2012, and I acknowledge that I have had the opportunity to consult with a representative of the HFLAA and to have the terms of the Memorandum of Agreement explained to me.

Dated: _____

Signature of Applicant

**Memorandum of Agreement
between
Honeoye Falls-Lima Administrative Association
and the
Superintendent of Schools**

Whereas the Association and the Superintendent have met and discussed their respective interests concerning a successor Agreement to their Agreement currently in effect for the term July 1, 2008 to June 30, 2012; and

Whereas the Association and the Superintendent desire to consider the economic conditions while providing salary enhancement for the 2012-2013 school year;

It is hereby agreed:

1. The Agreement for the term July 1, 2008 to June 30, 2011, and subsequently extended by agreement through June 30, 2012, is hereby extended for one additional year to June 30, 2013, with all terms and conditions contained therein remaining in effect, except as hereinafter expressly provided.
2. In the 2012-2013 school year, the salaries of unit members will be increased by 1.82% over the 2011-12 base salary for each unit member.
3. The Association agrees to cooperate with the District in converting from individual long-term disability insurance to group long-term disability insurance.
4. Article III.B. regarding Merit Pay will be removed from the Agreement.
5. This Agreement is made without prejudice to the rights of either party respecting collective bargaining of a successor Agreement upon the expiration of the extended term of the current Agreement on June 30, 2013.
6. The Association and the Superintendent acknowledge their responsibility to negotiate concerning elements of the annual professional performance review of building principals pursuant to section 3012-c of the Education Law. Notwithstanding this Memorandum of Agreement, they agree to continue to meet and negotiate in order to reach timely agreement concerning such matters so that they may be in compliance with the provisions of section 3012-c of the Education Law for the annual professional performance review of building principals by applicable deadlines.

IN WITNESS WHEREOF, the parties hereto have set their hands and seals the day and year set forth below.

Dated: 3/27/12

Daniel McCarthy, President
HF-L Administrative Association

Dated: 3/27/12

Michelle Kavanaugh, Superintendent
Honeoye Falls-Lima Central School District

**MEMORANDUM OF AGREEMENT
AND
ADDENDUM TO COLLECTIVE BARGAINING AGREEMENT**

-between-

The Honeoye Falls-Lima Administrators Association;

-and-

The Honeoye Falls-Lima Central School District

This Agreement is made between the Honeoye Falls-Lima Administrators Association and the Honeoye Falls-Lima Central School District.

The parties agree that a minority of seven out of seventeen duties of the K – 5 Coordinator of Teaching and Learning work will be shared with the TOSA during the 2012-13 academic year and the work will revert to the Association on July 1, 2013, unless otherwise agreed. The duty shared exclusively with the TOSA is: "Arrange meetings, plan agendas, disseminate professional information to staff on curriculum, staffing and professional opportunities." The remaining Coordinator duties shared with the TOSA will continue to be shared with a team of central office and elementary building administrators in 2012-13.

The current Lima Primary Principal agrees to voluntarily accept the assignment, upon the Superintendent's recommendation and approval by the Board of Education, to position of Manor Intermediate Principal, effective on or before December 1, 2012.

The current Elementary Curriculum Coordinator agrees to voluntarily accept the assignment, upon the Superintendent's recommendation and approval by the Board of Education, to the position of Lima Primary Principal, effective on or before December 1, 2012.

Nothing in this agreement shall be deemed a waiver of the parties' respective right to petition the Public Employment Relations Board for any violation of the Public Employees' Fair Employment Act based on the assignment of Coordinator duties pursuant to this agreement. This agreement is without prejudice to either party if either should petition the Public Employment Relations Board for a violation of the Public Employees' Fair Employment Act based on the assignment of Coordinator duties after July 1, 2013.

In witness whereof, the Association and District have caused their duly authorized officers to set their hands and seals hereto all as of the day and year here and before written.

For the Association

Signed by:

Print Name: Dan McCarthy

Title: HF-L Administrative Association President

Date: 4/24/12

For the District

Signed by:

Print Name: Michelle Kavanaugh

Title: Superintendent of Schools

Date: 4/24/12

**Honeoye Falls-Lima Central School District
Principal APPR
SECTION I: GENERAL AGREEMENT**

**APPR Addendum to the Collective Bargaining Agreement between the Honeoye Falls-Lima
Administrators Association (HFLAA) and the Honeoye Falls-Lima Central School District,
covering the period: October 31, 2012 through June 30, 2013.**

**Reference in contract:
Article VI: Evaluation**

Whereas the parties above are obligated to negotiate APPR provisions for principals consistent with Education Law 3012-c and subsequent NYSED regulation, they hereby agree to the following:

1. Application:
 - This provision shall apply only to the title of principal of record as required by law and regulation.
 - This APPR Addendum will become effective on October 31, 2012 and will continue for the life of CBA. The parties, however, on or before June 14, 2013, shall meet and agree on any desired changes to this APPR Addendum.
 - Should the law (3012-c) of 2010 or the regulations regarding 3012-c change from what was adopted by the Board of Regents in May 2011 and revised in the budget bill by the governor on 2/16/12, this agreement shall be renegotiated to be consistent with further changes in law or regulation.
 - For evaluations in 2012-13 done under this agreement, no ineffective rating shall be utilized in the expedited 3020-a process outlined in 3012-c.
2. The superintendent shall be the lead evaluators for principals.
3. The 20 points for student growth measures shall be the state provided score. Where there is no state score generated, the principal shall develop Student Learning Objectives (SLO) for approval by the superintendent. They shall be developed by October 15. The superintendent shall meet with the principals and provide the decision on approval within 5 days of submission by the principal.
4. The 20 points for locally selected measures of student achievement shall be based on an achievement target setting process to produce annual Local Achievement Targets (LAT) to be mutually agreed upon between the principal and superintendent. This plan developed shall include what approved assessment measures will be utilized, what expectations will be set and how points will be earned regarding achievement in relation to the targets. LATs will be consistent with established district goals. The superintendent shall verify comparability and rigor in the utilization of this district-wide goal setting process as required by regulation. For

all measures, the cohort of students utilized shall only include those enrolled on June 15 and who have been enrolled for a minimum of 140 days. For all targets the principal shall identify measures from the following NYSED identified options:

- Student performance on any district-wide locally selected assessments approved for use in teacher evaluations **[LP/MS/MS/HS]**
 - Achievement on state tests (e.g., % proficient or advanced) in ELA and Math grades 4 to 8 **[LP/MS/MS]**
 - Growth or achievement for student subgroups (SWD, ELL) on State Assessments in ELA and Math grades 4 to 8 **[MS/MS]**
 - Growth or achievement for student in ELA and Math grades 4 to 8 starting at specific performance levels (e.g. level 1,2) on state or other assessments. **[MS/MS]**
 - Percent of cohort achieving specified scores on Regents exams, AP, Cambridge or other Regents- equivalents **[HS]**
 - Graduation rates (4,5,6 years) and/or drop-out rates **[HS]**
 - Graduation % with Advanced Regents designation and/or honors **[HS]**
 - Credit accumulation (e.g. 9th and 10th grade) or other strong predictor of progress to graduation **[HS]**
 - Student Learning Objectives if principals do not have state-provided growth or value-added measures for the growth subcomponent (1st 20%) **[LP/MS/MS/HS](SEE SECTION II)**
5. The district shall utilize the LCI Multidimensional rubric for principal evaluation as the basis for 60 points of the 60 "Other" points allocated to measures of leadership and management. The superintendent's assessment shall be based on at least 3 visits of 30 minutes or more to the school, while in session. Two will be as agreed to between Superintendent and principal, one will be unannounced. Visits are to be completed no later than April 30. (A mutually agreed upon document/form for feedback of these visits will be added to this APPR document.) The two additional sources of information for the superintendent's consideration in utilizing the rubric and instrument shall be:
- a. A portfolio of school documents related to components of the rubric. These shall be provided to the superintendent by June 30. Upon review of items in the portfolio, an opportunity will be provided by the superintendent for the principal to add items before a final score is determined.
 - b. The superintendent shall consider the following discussions and reviews in assessing performance of the principal in leadership and management:
 - 1.) The principal and superintendent shall conduct a joint critical analysis of the NYS School Report Card (or other similar NYS accountability report) no later than 20 days from when the NYS School Report Card is publicly released, including identification of actions to

be taken to address components and district resources to be made available to the principal and building.

2.) No later than June 30, the principal and the superintendent shall meet to review the related initiatives and actions of the principal over the year as well as the availability and utilization of district provided resources.

6. As per NYSED regulation, the method for assigning subcomponent points will identify how points will be awarded within four performances level (HEDI) for the “local measures of student achievement” and the “other measures of effectiveness” subcomponents using the following standards:

| Level | Achievement Growth Measures | Local Assessment of Growth or Achievement | Other Measures (principal standards) |
|-------------------------|--|--|--|
| Highly Effective | Results are well-above state average for similar students. (Or district goals if no state test). | Results are well-above District or BOCES adopted expectations for growth or achievement of student learning standards for grade/subject. | Overall performance and results exceed standards. |
| Effective | Results meet state average for similar students. (Or district goals if no state test). | Results meet District or BOCES adopted expectations for growth or achievement of student learning standards for grade/subject. | Overall performance and results meet standards. |
| Developing | Results are below state average for similar students. (Or district goals if no state test). | Results are below District or BOCES adopted expectations for growth or achievement of student learning standards for grade/subject. | Overall performance and results need improvement in order to meet standards. |
| Ineffective | Results are well-below state average for similar students (or district goals if no state test). | Results are well-below District or BOCES adopted expectations for growth or achievement of student learning standards for grade/subject. | Overall performance and results do not meet standards. |

(SEE SECTION IV)

7. Final evaluations shall be provided to principals no later than September 1 annually. Scores and ratings on Locally Selected Measures of Achievement and the "Other Measures" of Effectiveness shall be provided no later than July 15 annually. If data for the Locally Selected Measures of Achievement is not available by July 15, that score and rating shall be provided within 10 business days of receipt of those achievement results.
8. The opportunity for mutual collaboration between the evaluators and principal will be provided to enhance the principal's portfolio to ensure that all appropriate documentation is presented and reviewed prior to submission.
9. Improvement plans for principals with developing or ineffective ratings shall be according to the attached format and process. Such plans shall be mutually agreed upon within 10 school days at the beginning of the year annually. **(SEE SECTION V)**
10. An appeal of a principal's evaluation shall be only for ineffective and developing ratings or any rating tied to compensation. The reasons for appeal shall be those identified in 3012-c. the attached appeal process shall be utilized. An appeal of an evaluation may NOT be initiated prior to the issuance of the final composite score and rating. **(SEE SECTION VI)**
11. That the parties agree to enter into negotiations for a successor addendum no later than April 1, 2013.

SECTION II: STUDENT LEARNING OBJECTIVES / LOCAL MEASURES OF STUDENT ACHIEVEMENT (20 POINTS) HONEOYE FALLS-LIMA CENTRAL SCHOOL DISTRICT

SECTION II: STUDENT LEARNING OBJECTIVES / LOCAL ACHIEVEMENT MEASURES FOR PRINCIPALS (20 PTS.) LOCAL ACHIEVEMENT TARGETS (LAT): RATINGS AND SCORES – PAGE 1

PRINCIPAL: _____ **YEAR:** _____ **CHECK ONE TOTAL:** _____ **20 PTS.**

The principal and superintendent shall mutually agree upon Local Achievement Targets, identifying the components below. One sheet should be completed for each LAT.

Local Achievement Target:

Assessment used to measure achievement:

Scoring Methodology (Target attainment categories with related points and HEDI designations (see page 2), including relative value if multiple targets are utilized):

Date for final determination of assessment of Local Achievement Target: _____

PLAN AGREEMENT:

Superintendent's Signature/Date _____

Principal Signature/Date _____

FINAL RATING/SCORE FOR TARGET: _____ / _____

Superintendent's Signature/Date _____

Principal Signature/Date _____

**SECTION II: STUDENT LEARNING OBJECTIVES/LOCAL
ACHIEVEMENT MEASURES FOR PRINCIPALS (20 PTS.) LOCAL ACHIEVEMENT
TARGETS (LAT): RATINGS AND SCORES – PAGE 2**

HEDI SCORING BANDS

ACHIEVEMENT COMPONENTS (PLUS COMPOSITE)

(BANDS FOR “OTHER MEASURES” NEGOTIABLE)

**POINT BANDS FOR 2012-13 FOR THOSE FOR WHOM A VALUE-ADDED SCORE WILL NOT BE
GENERATED:**

| Level | Measures of Student Growth (20%) | Local measures of student achievement (20%) | Overall Composite Score |
|-------------------------|---|--|--------------------------------|
| Highly Effective | 18-20 | 18-20 | 85-100 |
| Effective | 9-17 | 9-17 | 65-84 |
| Developing | 3-8 | 3-8 | 55-64 |
| Ineffective | 0-2 | 0-2 | 0-64 |

20% SLO/local measures - Conversion Charts for Assessments Scored on 0-100 Scale

| Example 0-100 Point Scale Conversion Chart* | |
|--|------------------------------------|
| Based on a 100 Point Scale | Converted to 1-4 Rating |
| Ineffective | |
| 0 | 1 |
| 15 | 1.1 |
| 28 | 1.2 |
| 41 | 1.3 |
| 54 | 1.4 |
| Developing | |
| 55 | 1.5 |
| 56 | 1.6 |
| 57 | 1.7 |
| 58 | 1.8 |
| 59 | 1.9 |
| 60 | 2 |
| 61 | 2.1 |
| 62 | 2.2 |
| 63 | 2.3 |
| 64 | 2.4 |
| Effective | |
| 65 | 2.5 |
| 67 | 2.6 |
| 69 | 2.7 |
| 71 | 2.8 |
| 73 | 2.9 |
| 75 | 3 |
| 77 | 3.1 |
| 79 | 3.2 |
| 82 | 3.3 |
| 84 | 3.4 |
| Highly Effective | |
| 85 | 3.5 |
| 88 | 3.6 |
| 91 | 3.7 |
| 94 | 3.8 |
| 97 | 3.9 |
| 100 | 4 |

***Can be used with any assessment scored on a 100 point scale**

20% SLO/local measures - Conversion Chart for 1-4 Rubric to Sub-Component Score

| Example 1-4 Rubric Conversion Scale | |
|--|--------------------------------|
| Based on a 1-4 Rubric Rating | 20 Point Conversion |
| Ineffective | |
| 1 | 0 |
| 1.1 | 1 |
| 1.2 | 1.5 |
| 1.3 | 2.0 |
| 1.4 | 2.5 |
| Developing | |
| 1.5 | 3 |
| 1.6 | 3.6 |
| 1.7 | 4.2 |
| 1.8 | 4.8 |
| 1.9 | 5.4 |
| 2 | 6 |
| 2.1 | 6.6 |
| 2.2 | 7.2 |
| 2.3 | 7.8 |
| 2.4 | 8.4 |
| Effective | |
| 2.5 | 9 |
| 2.6 | 9.9 |
| 2.7 | 10.8 |
| 2.8 | 11.7 |
| 2.9 | 12.6 |
| 3 | 13.5 |
| 3.1 | 14.4 |
| 3.2 | 15.3 |
| 3.3 | 16.2 |
| 3.4 | 17.1 |
| Highly Effective | |
| 3.5 | 18 |
| 3.6 | 18.4 |
| 3.7 | 18.8 |
| 3.8 | 19.2 |
| 3.9 | 19.6 |
| 4 | 20 |

Multiple Measures – 60%

The follow conversion chart will be used to convert a Rubric Score to a Composite Score:

| Total Average Rubric | Rating | Conversion score for composite |
|-------------------------|--------|--------------------------------|
| Ineffective 0-49 | | |
| 1.000 | | 0 |
| 1.008 | | 1 |
| 1.017 | | 2 |
| 1.025 | | 3 |
| 1.033 | | 4 |
| 1.042 | | 5 |
| 1.050 | | 6 |
| 1.058 | | 7 |
| 1.067 | | 8 |
| 1.075 | | 9 |
| 1.083 | | 10 |
| 1.092 | | 11 |
| 1.100 | | 12 |
| 1.108 | | 13 |
| 1.115 | | 14 |
| 1.123 | | 15 |
| 1.131 | | 16 |
| 1.138 | | 17 |
| 1.146 | | 18 |
| 1.154 | | 19 |
| 1.162 | | 20 |
| 1.169 | | 21 |
| 1.177 | | 22 |
| 1.185 | | 23 |
| 1.192 | | 24 |
| 1.200 | | 25 |
| 1.208 | | 26 |
| 1.217 | | 27 |
| 1.225 | | 28 |
| 1.233 | | 29 |
| 1.242 | | 30 |
| 1.250 | | 31 |
| 1.258 | | 32 |
| 1.267 | | 33 |
| 1.275 | | 34 |
| 1.283 | | 35 |
| 1.292 | | 36 |
| 1.300 | | 37 |
| 1.308 | | 38 |
| 1.317 | | 39 |
| 1.325 | | 40 |
| 1.333 | | 41 |
| 1.342 | | 42 |

| | | |
|-------------------------------|--|---------------------|
| 1.350 | | 43 |
| 1.358 | | 44 |
| 1.367 | | 45 |
| 1.375 | | 46 |
| 1.383 | | 47 |
| 1.392 | | 48 |
| 1.400 | | 49 |
| Developing 50-56 | | |
| 1.5 | | 50 |
| 1.6 | | 50.7 |
| 1.7 | | 51.4 |
| 1.8 | | 52.1 |
| 1.9 | | 52.8 |
| 2 | | 53.5 |
| 2.1 | | 54.2 |
| 2.2 | | 54.9 |
| 2.3 | | 55.6 |
| 2.4 | | 56.3 |
| Effective 57-58 | | |
| 2.5 | | 57 |
| 2.6 | | 57.2 |
| 2.7 | | 57.4 |
| 2.8 | | 57.6 |
| 2.9 | | 57.8 |
| 3 | | 58 |
| 3.1 | | 58.2 |
| 3.2 | | 58.4 |
| 3.3 | | 58.6 |
| 3.4 | | 58.8 |
| Highly Effective 59-60 | | |
| 3.5 | | 59 |
| 3.6 | | 59.3 |
| 3.7 | | 59.5 |
| 3.8 | | 59.8 |
| 3.9 | | 60 |
| 4 | | 60.25 (round to 60) |

SECTION V: IMPROVEMENT PLAN

Honeoye Falls-Lima Central School District

Principal Improvement Plan Process

Upon rating a principal as ineffective or developing, and improvement plan designed to rectify perceived or demonstrated deficiencies must be developed and commenced no later than ten (10) school days after the start of a school year. The Superintendent, in conjunction with the principal, must develop an improvement plan that contains:

1. A clear delineation of the deficiencies that resulted in the ineffective or developing assessment.
2. Specific improvement goal/outcome statements.
3. Specific improvement action steps/activities.
4. A reasonable time line for achieving improvement.
5. Required and accessible resources to achieve goal.
6. A formative evaluation process documenting meetings strategically scheduled throughout the year to assess progress. These meetings shall occur at least twice during the year: the first between December 1 and December 15 and the second between March 1 and March 15. A written summary of feedback on progress shall be given within 5 business days of each meeting.
7. A clear manner in which improvement efforts will be assessed, including evidence demonstrating improvement.
8. A formal, final written summative assessment delineating progress made with an opportunity for comments by the principal.

Honeoye Falls-Lima Central School District

Principal Improvement Plan

Name of Principal _____

School Building _____ Academic Year _____

Deficiency that promulgated the “ineffective” or “developing” performance rating:

Improvement Goal/Outcome:

Action Steps/Activities:

Timeline for Completion:

Required and Accessible Resources, including identification of responsibility for provision:

Dates of formative evaluation on progress (lead evaluator and principal initial each date to confirm the meeting):

December:

March:

Other:

Evidence to be provided for Goal Achievement:

Assessment Summary: Superintendent is to attach a narrative summary of improvement progress, including verification of the provision of support and resources as outlined above no later than 10 days after the identified completion date. Such summary shall be signed by the superintendent and principal with the opportunity for the principal to attach comments.

SECTION VI: APPEAL PROCESS

Honeoye Falls-Lima Central School District Principal APPR Appeal Process

This appeals procedure is proposed to address a principal's due process rights while ensuring that appeals are resolved in an expeditious manner.

CHALLENGES IN AN APPEAL:

Appeals procedures will limit the scope of appeals under Education Law 3012-c to the following subjects:

1. the substance of the annual professional performance review;
2. the school district's adherence to the standards and methodologies required for such reviews, pursuant to Education Law 3012-c;
3. the adherence to the Commissioner's regulations, as applicable to such reviews;
4. compliance with any applicable locally negotiated procedures applicable to annual professional performance reviews or improvement plans; and
5. the school district's issuance and/or implementation of the terms of a principal improvement plan under Education Law 3012-c.

RATINGS THAT MAY BE APPEALED:

Appeals of annual professional performance reviews will be limited to those that rate a principal as ineffective or developing.

PROHIBITION AGAINST MORE THAN ONE APPEAL

A principal may not file multiple appeals regarding the same performance review or improvement plan. All grounds for appeal must be raised with specificity within one appeal. Any grounds not raised at the time the appeal is filed shall be deemed waived.

BURDEN OF PROOF

The burden of proof shall be on the principal to establish by the preponderance of evidence that the rating given to the principal was not justified.

TIME FRAME FOR FILING THE APPEAL

All appeals must be filed in writing no later than 20 calendar days after the date on which the principal receives his/her final and complete annual professional performance rating, filed with the superintendent and association president. The act of mailing the appeal shall constitute filing.

The failure to file an appeal within the above referenced time frame shall be deemed a waiver of the right to appeal and the rating given shall be deemed final. An extension of the time in which to appeal may be granted by the superintendent upon written request, which shall not be unreasonably withheld, provided the extension requested is no longer than 20 calendar days.

When filing an appeal, the principal must submit a written description of the specific areas of disagreement over his or her performance review or the issuance and/or implementation of the terms of his or her improvement plan. Any additional documents or materials relevant to the appeal must be provided by the District upon request of the principal for same. Negative inferences may be drawn from the failure of the school district to provide the requested documents. The performance review and/or improvement plan being challenged must also be submitted with the appeal. Any information not submitted by all parties at the time the appeal is filed shall not be considered.

TIME FRAME FOR SCHOOL DISTRICT RESPONSE

Within 20 calendar days of receipt of an appeal, the superintendent must submit a detailed written response to the appeal. The response must include all additional documents or written materials relevant to the point(s) of disagreement that support the school district's response. Any such information that is not submitted at the time the response is filed shall not be considered on behalf of the District in the deliberations related to the resolution of the appeal. The principal initiating the appeal shall receive a copy of the response filed by the school district and all additional information submitted with the response at the same time the District files its response.

FILING APPEAL

If the District's response is not acceptable to the principal, the District and the bargaining unit must meet within five (5) calendar days after the District's response, to select a hearing officer from the mutually agreed upon list.

DECISION – MAKER ON APPEAL

A decision shall be rendered by an individual hearing officer chosen from the list of hearing officers approved mutually by the school district and the bargaining unit representing the principals.

1
2 The parties agree that:

- 3
4 1. The hearing officer shall hear appeals in a timely manner after the appeal is made, but in no event
5 shall it be less than five (5) days or more than fifteen (15) days after the hearing officer is selected.
6
7 2. The hearing shall be conducted in no more than one business day unless extenuating
8 circumstances are present and the hearing officer agrees to a second day.
9
10 3. The parties shall have the ability to be represented by either legal counsel or in the case of the
11 principal by a union representative, or to appear pro se.
12
13 4. The parties shall exchange an anticipated witness list no less than seven (7) business days
14 before the scheduled hearing date.
15
16 5. The parties, by mutual agreement, shall, determine whether the appeal hearing shall be open to
17 the public or not.
18
19 6. The principal or his/her representative shall present his/her case first, which may include the
20 presentation of witnesses and/or affidavits in lieu of testimony. Affidavits offered by either the
21 principal or the District, shall only be permitted upon showing that the witness is unavailable or
22 other extenuating circumstances exist. The school district may refute the principal's presentation. If
23 the school district presents a case, the principal will have the right to present a rebuttal case and
24 both parties will be afforded the opportunity to make closing arguments. Post hearing briefs will not
25 be permitted.
26
27
28

29 **DECISION**

30
31 A written decision on the merits of the appeal shall be rendered by the hearing officer no later than 30
32 calendar days from the close of the hearing.
33

34 The appeal shall be based on the total record, comprised of the principal's appeal papers and any
35 documentary evidence accompanying the appeal, as well as the school district's response to the appeal and
36 additional documentary evidence submitted with such papers, as well as testimony presented at the hearing.
37

38 The hearing officer's decision shall be a final administrative decision, binding on both parties as well as the
39 bargaining unit and may not be appealed in any form.
40

41 The decision shall set forth the reasons and factual basis for each determination on each of the specific issues
42 raised in the principal's appeal. If the appeal is sustained, the hearing officer may set aside a rating and issue
43 a new ruling based on the reasons and facts submitted. A copy of the written decision shall be provided to the
44 principal and the school district representative.

45 **EXCLUSIVITY OF 3012-c APPEAL PROCEDURE**

46
47 The 3012-c appeal procedure shall constitute the means for initiating, reviewing and resolving any and all
48 challenges to a principal performance review and/or improvement plan. A principal may not resort to any
49 other contractual grievance procedures for resolution of challenges and appeals related to a professional
50 performance review and/or improvement plan.
51

52 **OTHER**

- 53
54 1. The school district and bargaining unit for the principal shall maintain a list of not less than three (3)
55 mutually agreed upon hearing officers or will agree to utilize such a list developed by a mutually
56 agreed upon outside party.
57
58 2. Appeals shall be assigned to hearing officers on a rotational basis, alphabetically by last name. If an
59 appeal is settled after a hearing officer is appointed but before the hearing is held, that hearing officer

1 will hear the next appeal. Both parties will agree to the selected officer.
2

- 3 3. The school district and unit agree that hearing officers shall be paid a reasonable amount to not
4 exceed \$500.00 per party unless mutually agreed upon for a hearing date, analysis of documents
5 and production of the decision. This cost shall be the responsibility of both the bargaining unit and the
6 school district, shared equally.
7
8 4. An evaluation shall not be placed in the principal's personnel file until either the expiration of the twenty
9 (20) day period in which to file a notice of appeal without action being taken by the principal or the
10 conclusion of the appeal process described herein, whichever is later.
11
12 5. A principal who takes advantage of the appeals process described herein does not waive his/her right
13 to submit a written rebuttal to the final evaluation. A principal who elects to submit a written rebuttal to
14 his/her evaluation prior to the expiration of the twenty (20) days in which to file a notice of appeal does
15 not waive his/her right to timely file an appeal.
16
17 6. This appeal process will sunset when the collective bargaining agreement between the parties
18 expires. The parties agree to negotiate a successor appeals process at that time.
19
20
21

22 _____ / 10/23/12 _____ HFLAA
23 Association President Date

24
25
26
27
28 _____ / 10/23/12 _____
29 Superintendent of Schools Date
30