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Agreement between the

Honeoye Falls-Lima Educational Association

And the

Superintendent of Schools

Honeoye Falls-Lima Central School District

Honeoye Falls, New York

For the period from

July 1, 2018 to June 30, 2021
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ARTICLE I
RECOGNITION

A. The Board of Education of the Honeoye Falls-Lima Central School District recognizes the Honeoye Falls-Lima Education Association as the exclusive bargaining agent concerning the terms and conditions of employment for all professional, certificated personnel (including Social Workers and Teaching Assistants) (hereinafter collectively referred to as “unit member(s)” unless otherwise specified) in the bargaining unit.

B. The exclusive recognition shall remain in full force and effect for the longest period permitted by the Public Employees Fair Employment Act.

C. The bargaining unit is defined as all regularly employed members of the faculty excluding the Superintendent of Schools, Assistant Superintendent of Curriculum and Instruction, Assistant Superintendent for Business & Operations, Director of Human Resources, Principals, other full-time administrators, teacher aides and para-professionals.

D. The parties recognize that an excellent instructional staff is essential to an excellent education program and to fulfilling the District’s District of Choice mission.

ARTICLE II
NEGOTIATION PROCEDURES

A. The conditions and provisions of the contract remain in effect from July 1, 2018 through June 30, 2021. The terms and conditions of employment shall remain unchanged until altered by mutual Agreement by the parties. The parties will consider the following guidelines for negotiations for a successor agreement, but may mutually agree to other and/or additional guidelines:

1. The parties will negotiate in good faith for a successor agreement.

2. Upon the written request of either party to open negotiations for a successor contract, a mutually acceptable meeting date shall be set not more than thirty days (30) following such request.

3. Unless otherwise mutually agreed to by the parties, negotiation sessions will be conducted at a time other than the regular school day.

4. The parties will furnish to each other reasonably requested available factual information pertinent to matters under negotiation.

5. Negotiating sessions will be conducted in private.

B. An electronic copy of the final Agreement shall be posted on the District’s intranet and a copy will be emailed to the Association President.
ARTICLE III
GRIEVANCE PROCEDURE

A. A grievance is a claim by a unit member(s) that there has been a violation, misinterpretation, or inequitable application of any provision of this Agreement, or of Board policy affecting terms and conditions of employment.

B. If a grievance affects a group of unit members and appears to be associated with system-wide policies, it may be submitted directly to the Superintendent of Schools from the President of the Association, and with the signature of the Chairperson of the Association Grievance Committee.

C. The aggrieved unit member will first take the matter up informally and in writing with his or her immediate supervisor within twenty (20) school days of the event or occurrence giving rise to the claimed grievance. The aggrieved unit member may be accompanied by a representative of his or her choice. Within five (5) school days after written grievance is presented to the supervisor, he or she shall without any further consultation with the aggrieved party or any party in interest, render a decision thereon, in writing, and present it to the unit member.

D. After the Supervisor’s written response and if the Association Grievance Committee finds the grievance to be meritorious, it must be presented in writing to the Superintendent of Schools from the President of the Association, and with the signature of the Chairperson of the Association Grievance Committee, within the next fifteen (15) school day period. Information as to the nature of the grievance and its resolution shall be available to the Association.

E. If the grievance is not resolved within five (5) school days, it shall be submitted by the Grievance Committee and the grievant to the President of the Board at the District Office, within the next ten (10) school day period. The Board of Education shall hold a hearing on the grievance within the next 30-day period. Within ten (10) school days after the conclusion of the hearing, the Board of Education shall render a decision, in writing, on the grievance.

F. If, after the Board of Education hearing, the unit member and/or Association are not satisfied with the decision rendered by the Board, the grievance may be submitted to arbitration by written notice to the Board of Education within fifteen (15) school days after receiving the Board of Education’s decision.

G. Demand for arbitration shall be made to the American Arbitration Association in accordance with its rules and procedures. The decision of the arbitrator shall be final and binding on all parties.

H. Each party shall be responsible for costs of its own representation and presentation and the parties shall share equally arbitrator’s fees and costs of the meeting room, if any.

I. No interference, coercion, restrain, discrimination, or reprisal of any kind will be taken by the District by any member of the administration or the Association against the
aggrieved party, any party in interest, any representative, any member of the grievance committee, or any other participant in the grievance procedure, or any other person by reason of such grievance or participation therein.

J. Since it is important to good relationships that grievances be processed as rapidly as possible, every effort will be made by all parties to expedite the process. The time limits specified for either party may be extended only by mutual Agreement in writing upon notice to all parties of interest. If a decision at one stage is not appealed to the next stage of the procedure within the time limits specified, the grievance will be deemed to be discontinued and further appeal under this Agreement shall be barred.

K. In the event a grievance is filed on or after June 1, upon request or on behalf of the aggrieved party, the time limits set forth herein will be reduced so that the grievance procedure may be exhausted prior to the end of the school term or as soon thereafter as is possible.

ARTICLE IV
JUST CAUSE

No unit member serving on tenure will be disciplined except for just cause pursuant to the procedures of section 3020-a of the Education Law.

ARTICLE V
REMUNERATION SECTION

Section 1. Salary Plans

A. Salaries

1. Returning Unit Members, except Teaching Assistants: Takes into account Monroe County data and the District’s financial and budget conditions.

   a. July 1, 2018, all unit members will receive a 3.25% base salary increase.
   
   b. July 1, 2019, all unit members will receive a 3.25% base salary increase.
   
   c. July 1, 2020, all unit members will receive a 3.25% base salary increase.
   
   d. In addition to the base salary increases outlined above, an amount to be determined up to a maximum of $78,000 additional money will be provided each year of the 2018-2021 agreement by the District to allow for adjustments to unit member salaries with the purpose of bringing salaries to the Monroe County medians as agreed upon in June 2018.
2. New Hires, except for Teaching Assistants:

Minimum base starting salary for new hires will be:

2018-2019: $41,000
2019-2020: $41,500
2020-2021: $42,000

B. Tuition Reimbursement:

For the 2018-2019, 2019-2020, and 2020-2021 school years:

1. The District shall reimburse unit members the actual cost of approved tuition expenses up to a maximum of $489 per credit hour.

2. Reimbursement will be paid within 30 days of filing a properly completed claim.

C. The unit member work year will not exceed 189 days.

1. The District may schedule up to three (3) non-student unit member workdays during Monday - Thursday of the week prior to the Labor Day Holiday. If more than one (1) day is scheduled during this week, unit members will not be scheduled to work the Wednesday before Thanksgiving.

2. November 11 will be available to be scheduled as a non-student unit member workday, excluding Saturdays and Sundays.

3. Days before Labor Day and November 11, if utilized, shall be included in the number of work days set forth above.

4. In the event the unit member work year is extended beyond the above agreed work days, the District and Association will reopen negotiations to determine the payment schedule of additional days, and if agreement is not reached in a reasonable amount of time, the matter will be submitted to arbitration. Demand for arbitration shall be made to the American Arbitration Association in accordance with its rules and procedures. The decision of the arbitrator shall be final and binding upon all parties. Each party shall be responsible for costs of its own representation and presentation and the parties shall share equally arbitrator’s fees the cost of the meeting room, if any.

Section 2. Remuneration for Extra Duty

A. Extra Duties - Extracurricular Activities:

1. Unit members appointed by the District to oversee extracurricular activities will receive a stipend, based on position, as set forth in Appendix A.
2. New extracurricular activities that are not listed in Appendix A can be done for a trial basis of one (1) year at the mutual agreement of both the Association and the District. Trial basis extracurricular activity unit member advisors will receive a stipend at the Tier 1 – Level 1 amount located in Appendix A. After one (1) year, the trial basis extracurricular activity cannot continue unless written agreement is reached between the Association and the District.

B. Coaching Salaries. Coaching salaries will be increased based on the attached Appendix B.

C. Supervision of Extracurricular Activities/Payment per Event:

For the 2018-19, 2019-20, and 2020-21 school years, unit members who, upon District request or with District approval, supervise extracurricular activities for which they are not otherwise compensated by the District will receive a stipend of $85 per event for home events and $110 per event for away events.

Section 3. Remuneration for Extra Work

A. Unit members, except for teaching assistants, will be paid the following stipends for the extra work set forth below in this section:

<table>
<thead>
<tr>
<th>Year</th>
<th>Hourly Rate</th>
</tr>
</thead>
<tbody>
<tr>
<td>2018-2019</td>
<td>$31.00 per hour</td>
</tr>
<tr>
<td>2019-2020</td>
<td>$32.00 per hour</td>
</tr>
<tr>
<td>2020-2021</td>
<td>$33.00 per hour</td>
</tr>
</tbody>
</table>

1. Curriculum Writing: The District will pay teachers who participate in curriculum writing, as initiated and agreed upon by teachers and administrators, the hourly stipend above.

2. In Service Training: The District will pay teachers who participate in approved in-service training the hourly stipend above.

3. The District Operated Summer School and Before/After School Tutorial Program:
   a. Summer program tutors will work with special education students who qualify for extended school year or twelve month programs.
   b. Summer program tutors will work with groups no larger than three students each, with not more than four groups per day, for sessions of one hour per day per group, four days per week.
   c. The Summer program tutorial session will occur during July and August.
   d. Summer program tutors will deliver instruction designed by the students’ school year special education teachers.
e. The rate of pay for summer program and Before/After School tutors shall be the hourly stipend above for assigning tutoring sessions for the three-year contract period.

B. Summer school teaching, based on a 6.5 hour day, will be paid at the rate of $1/200^{th}$ of a teacher’s annual salary per day.

C. Guidance Counselors and Social Workers employed by the District during the summer recess to perform the same or comparable duties as during the regular school year shall be paid $1/200^{th}$ of their salary per day.

D. Grade Level Leaders (K-6) and Standards Coordinators (K-6, 6-12, 7-12 and K-12)

1. The District leadership structure will be attached to the contract as Appendix C.

2. The rate of pay for Leaders and Coordinators will be as follows:

<table>
<thead>
<tr>
<th>Title</th>
<th>Yearly Stipend</th>
</tr>
</thead>
<tbody>
<tr>
<td>K-6 Grade Level Leaders</td>
<td>$3,200</td>
</tr>
<tr>
<td>K-6 Standards Coordinators</td>
<td>$3,200</td>
</tr>
<tr>
<td>6-12 Standards Coordinators</td>
<td>$3,200</td>
</tr>
<tr>
<td>7-12 Standards Coordinators</td>
<td>$3,200</td>
</tr>
<tr>
<td>K-12 Standards Coordinators</td>
<td>$3,200</td>
</tr>
</tbody>
</table>

3. Release time for Leaders and Coordinators will be as follows:

<table>
<thead>
<tr>
<th>Title</th>
<th>Release Time</th>
</tr>
</thead>
<tbody>
<tr>
<td>K-6 Grade Level Leaders</td>
<td>1 half (1/2) day each month for September through June</td>
</tr>
<tr>
<td>K-6 Standards Coordinators</td>
<td>1 full day each month for September through June</td>
</tr>
<tr>
<td>6-12 Standards Coordinators</td>
<td>1 full day each month for September through June</td>
</tr>
<tr>
<td>7-12 Standards Coordinators</td>
<td>1 full day each month for September through June</td>
</tr>
<tr>
<td>K-12 Standards Coordinators</td>
<td>1 full day each month for September through June</td>
</tr>
</tbody>
</table>

4. Leaders and Coordinators, with prior approval, can work up to five (5) days in the summer and be paid for all hours worked at the hourly rate outlined in Article 5, Section 3(A).

5. Professional Leadership (PD) Sequence needed to be a leader or coordinator: Must have prior approval to participate in and with approval will be paid for all hours of work/attendance at the hourly rate outlined above in Article 5, Section 3(A).

6. The District will retain discretion to appoint a non-unit member to the following K-12 Standards Coordinator positions: Health & Physical Education and Media Specialists.
Section 4. Salary Payment

A. Deductions from full pay shall be made:

1. As authorized by state and federal law.

2. As requested by the authorized representatives of the unit members and approved by the Board of Education.

3. According to the schedule of paydays set forth when the school calendar is approved by the Board of Education each year.

4. The employment year for teachers for purposes of salary computation is defined as consisting of two hundred (200) days as designed by any school year. The employment year for teaching assistants for purposes of salary computation is defined as consisting of one hundred eighty-nine (189) days plus contractual paid holidays.

5. All unit members will be required to enroll and have direct deposit of their paychecks.

B. Paychecks will be issued on the 15th and 30th of each month. For months with less than 30 days, the second paycheck will be issued on the last day of the month. Should a scheduled pay day fall on a weekend or holiday, paychecks will be issued on the last District business day before the weekend or holiday.

C. All unit members will be paid in twenty (20), twenty-two (22) or twenty-four (24) installments from September through June at their option. Such option shall be made by each unit member, in writing, prior to the commencement of the school year, and shall be irrevocable for that school year.

D. Unit members who elect to have their salary paid in twenty-two or twenty-four installments will have the additional installments paid on the final pay date in June of each school year.

Section 5. Military Service Credit

In the preparation of salary Agreements one year's credit for military service of any one year or more in duration will be granted by the Board of Education. This provision is only applicable to teachers.

Section 6. Accumulated Sick Days Paid Upon Retirement

A. The District will pay $40 per day for sick leave days accumulated at the time of retirement up to 200 days. The District will make payment for unused sick days upon retirement in the form of a non-discretionary employer contribution into the unit member's Section 403-b account.
B. Beginning July 1, 2016, a unit member who provides irrevocable notice of his/her retirement by March 1, with retirement to occur on or before June 30 of the same year, will receive a $1,000 payment, payable in the second pay period for March. The Superintendent may, in his/her sole discretion and on a case-by-case basis, extend the March 1 deadline for unique and extenuating circumstances.

Section 7. Driver Education

The District will offer a driver education program through the District's Community Education program. If the District reinstates a program of Driver Education in which the District employs its own certified unit members(s), the Superintendent acknowledges the Association's rights concerning representation of this position.

Section 8. Teacher on Special Assignment ("TOSA") Positions

A. TOSA positions will be filled internally by teachers.

B. When a TOSA position is created by the Superintendent, the HFLEA President will be notified in writing. Written notification will contain the internal title (e.g.: Dean of Students), a description of the work to be done, minimum certification/job qualification requirements and the anticipated period of time the position will exist.

C. All newly created or vacant TOSA positions will only be posted internally for ten (10) calendar days. Interested HFLEA teachers must submit applications within the ten (10) day posting window to be considered for the TOSA position. In the event that there are no teacher applicants for a TOSA posting, the District may hire someone outside of the HFLEA to fill the position.

D. Education Law and/or Commissioner's Regulations and Rules applicable at that time will be followed for purposes of seniority and/or tenure when a teacher is appointed to a TOSA position.

E. The TOSA work year and work day will be the same length of time as all other teachers. Work performed beyond the contractual work year and work day will be compensated at 1/200th of their salary per day or a calculated hourly rate based on the 1/200th daily rate.

F. During the TOSA assignment, if the teacher is responsible for providing student instruction during their work day, they will also receive the appropriate amount of planning time during their work day.

G. Evaluation of TOSA’s will be per Article VII, Section 4, Letter A and/or B as applicable.

H. All TOSA assignments will be appointed annually. At the end of the TOSA assignment, the teacher will be returned to their previous teaching assignment within the District.

I. It is agreed that when a teacher who holds a TOSA position is out on an approved leave of absence (e.g., medical reasons, personal reasons, etc.), that the position is an
encumbered position of the Association, but that the District has the right to hire a substitute for the period of the approved leave per the Commissioner of Education requirements and as they see fit.

Section 9. Speech Services Outside of Workday

A. A HFLEA teacher who is a certified speech teacher will perform the speech service work outside of the contractual workday.

B. Work performed by the certified speech teacher to provide the speech service outside of the contractual work day will be compensated at a calculated hourly rate based on the 1/200th daily rate of the certified speech teacher.

C. The amount of additional hours of student speech services beyond the contractual work day will be determined by the Director of Pupil Personnel Services and communicated in writing to the certified speech teacher providing the service. Furthermore, the certified speech teacher will be paid for any and all time between the end of their contractual work day and the start of the speech services at the Lima Christian School, including travel time to get from a District building to the Lima Christian School.

D. A timesheet must be submitted by the certified speech teacher each week for all hours worked and travel to receive compensation payment

ARTICLE VI
DEDUCTIONS

Section 1. Dues

The District shall deduct from the wage or salaries of Association unit members and remit to the Association Treasurer the regular membership dues or other authorized deduction with a list of names from whom deductions were authorized by unit members who have signed authorization forms directing such deduction or deductions. The dues will be remitted through ACH electronic transfer, as directed by the Association Treasurer.

The Association shall provide the District with the current rate of membership dues no later than the second (2nd) Friday after Labor Day each year. Dues will be deducted in equal installments over ten (10) consecutive paychecks beginning no later than the second (2nd) paycheck in October of each year.

Any Association unit member leaving the District during the school year and who is a part of this dues deduction plan shall have the remaining portion of any such membership dues not paid deducted from that member’s last payroll check.
Section 2. VOTE COPE

VOTE COPE deductions will be allowed in the automatic payroll deduction upon submission of appropriate forms to the District.

Section 3. Benefit Trust

NYSUT Benefit Trust deductions will be allowed in the automatic payroll deduction.

ARTICLE VII
CONDITIONS OF EMPLOYMENT

Section 1. Teacher Load

A. Every effort shall be made to adhere to the class sizes and teacher loads specified as recommended by the New York State Department of Education:

<table>
<thead>
<tr>
<th>Class</th>
<th>Pupils</th>
</tr>
</thead>
<tbody>
<tr>
<td>Kindergarten (per section)</td>
<td>25 - 30 pupils</td>
</tr>
<tr>
<td>1 - 5</td>
<td>25 - 30 pupils</td>
</tr>
<tr>
<td>6 - 8</td>
<td>125 - 150 pupils</td>
</tr>
<tr>
<td>9 - 12</td>
<td>125 - 150 pupils</td>
</tr>
<tr>
<td>High School Counseling</td>
<td>Maximum of 400 students</td>
</tr>
<tr>
<td>Middle School Counseling</td>
<td>Maximum of 425 students</td>
</tr>
</tbody>
</table>

A concentrated effort will be made to reduce class size in the areas deemed most critical by the Superintendent of Schools and the Board of Education. Study halls will have a maximum of 30 students.

B. Secondary teachers shall not have more than five (5) teaching assignments and one (1) study hall or 30 minutes of lunch room monitoring or bus duty in lieu of a study hall assignment during the year. (An assigned lab period is to be considered as a class period.) Middle and High School teachers who have five (5) teaching assignments shall nevertheless be deemed to be full-time teachers. Lunchroom monitoring or bus duty will be assigned by the Building Principal as needed on a rotating basis except in cases of unusual scheduling difficulties. Teachers may volunteer for alternative non-teaching administrative assignments. By agreement between the Principal and the teacher, subject to final approval of the Superintendent, a secondary teacher (tenured only) may teach a sixth assignment. Such additional assignment may be a fourth preparation. Any teacher with a sixth assignment will be relieved of their one period administrative duty. The additional compensation for a sixth teaching assignment will be $7,500.

C. Every effort shall be made to limit secondary teacher preparations to three (3) different preparations consistent with the nature of the subject area, size of the department and the special offerings of the department.

D. When there is a teacher-pupil ratio in excess of those specified in subsection A of this section, every effort shall be made to provide the teacher with assistance.
E. Secondary full-time teachers who are assigned a case load rather than a specific class (i.e., social workers, school counselors, resource room teachers, remedial teachers, instrumental music teachers to the extent they have case load assignments) shall be permitted to devise a schedule that they determine best meets the needs of their students. Science labs may be assigned in lieu of study halls, at the discretion of the teacher, as they determine best meets the needs of their students.

Section 2. Vacancies, Transfers, Assignments and Traveling Teachers

A. Vacancies:

1. Vacancies are defined as an open unit position caused by retirement, resignation, termination, death in service or newly created position.

2. All vacancies for which unit members could qualify shall be posted electronically on the District's intranet and a copy emailed to the Association President. Preference shall be given to unit members in filling those vacancies providing qualifications are equal or better than other candidates. Applications must be submitted within ten (10) days of posting. No appointments shall be made prior to consideration of unit members who have submitted a timely application.

B. Assignments:

The teacher's assignment for the coming year as to subject area or grade level program and any unusual circumstances shall be considered and discussed by the supervisor with the teacher. All such assignments shall be given as close to May 1 of each year as possible. If there are subsequent changes in this assignment a teacher will be notified immediately.

C. Transfers:

1. Voluntary Transfers:

   Teachers who desire a change in grade and/or subject assignment shall file a written statement of such desire with the Superintendent when an opening occurs as outlined in Letter A of this Section.

2. Involuntary Transfers:

   a. In the case of an involuntary teacher transfer to a new grade level the District will provide up to a week during the summer for the teacher to prepare lesson materials for the new assignment. Remuneration will be at the curriculum-writing rate.

   b. In the case of an involuntary transfer to a new grade level or building, the teacher may, within ten (10) school days of notification, request a meeting with the principal to discuss the proposed transfer. The principal shall
give consideration to the interests of the teacher, including seniority, to the extent that they are in accord with the best interests of the students and the school district. The final decision will continue to be left with the Superintendent of Schools.

c. In the event of an involuntary transfer to another certification area, the District shall reimburse the teacher for tuition costs upon successful completion of the courses taken. The courses must be content courses required by the new assignment, requested by the teacher, and approved by the Superintendent of Schools.

D. Traveling Unit Members:

1. Traveling unit members may travel only once during each work day unless there is an agreement between the unit member and administration arising out of a situation which cannot be reconciled by scheduling or other reasonable strategies.

2. Traveling unit members shall be provided with an adequate travel period for the sole purpose of traveling between building assignments. If the time allowed is not sufficient to allow a unit member to leave one building and arrive prior to the start of the next instructional assignment in another building, a meeting will be held with the two building principals, the unit member, and a representative of the association to resolve this issue.

3. A home school shall be designated for each unit member who is assigned to more than one building. The home school shall be that building in which the unit member spends the greatest portion of classroom instructional time. If the instructional time spent between buildings is equal, the home school shall be determined by the Superintendent of Schools after consultation with the principals of each school. The unit member shall be responsible for faculty meetings and other similar duties at the home school. The administration and/or supervisors at the home school shall be responsible for the evaluation of the traveling unit member's performance.

4. The traveling unit member shall be provided reasonable remuneration for required intra-district travel.

5. Teachers with assignments in more than one building will not be assigned any supervisory duties.

Section 3. Duty Free Time

A. All unit members will receive a thirty minute lunch period.

B. If the school calendar for any given year has only one (1) day of work prior to Labor Day, all teachers will be provided with a minimum of one-half (1/2) day of independent professional time. If the school calendar for any given year has two (2) or more work
days prior to Labor Day, then all teachers will receive a minimum of one (1) day or the equivalent of one (1) full day of independent professional time. Teachers are expected to be on-site for independent professional time. Off-site independent professional time must be pre-approved by a teacher’s supervising administrator.

C. All elementary teachers shall have approximately two hundred twenty-five (225) minutes per week, or not less than 20 minutes per day, for student-free professional planning. Elementary teachers will be relieved of student contact and mandatory staff development or administrative meetings for the equivalent of two full days or four half-days at the end of the school year. Middle School and High School teachers shall have at least one preparation period per day.

Section 4. Evaluation

A. Evaluations of Teachers Not Covered Under Education Law 3012-c and 3012-d:

1. Teachers shall be observed at least once a year by an administrator. If the teacher or administrator feel additional observations and assistance are needed, they shall be arranged. All classroom observations shall be conducted with the teacher’s knowledge, and where a conference concerning the classroom observation is deemed desirable to either party, a written observation report will be provided to the teacher. Observation reports will deal explicitly with the teacher’s performance and will delineate areas in which improvement is needed.

Teacher’s work performance shall be reviewed, and evaluated at least annually by the building principal or supervising administrator. The teacher shall review each evaluation report and shall attest to that review by signing the file copy. No such report shall be placed in a teacher’s file without an opportunity to sign. A teacher’s signature does not necessarily indicate agreement with said report. The teacher shall also have the right to submit to the Superintendent of Schools a written review or commentary as to the evaluation within 30 days of reviewing the evaluation with their administrator, which shall be attached to the file copy of the evaluation.

Forms and procedures to be used in this process will be mutually determined and annually reviewed by a collaborative committee of teachers and administrators. Teacher members of this committee will be identified by the HFLEA President.

B. Evaluations of Teachers Covered Under Education Law 3012-c and 3012-d:

Observations and evaluations will be conducted in accordance with applicable law, regulations, and the locally negotiated and ratified agreement concerning APPR. The negotiated APPR plan is a separate document that provides all necessary information related to the contractual observation and evaluation process under the law.
C. Coaching Evaluation

The District values the contributions of bargaining unit members who elect to coach student athletics. Decisions regarding the annual appointment of coaching staff are within the Athletic Director's discretion. The Athletic Director, or another certified administrator designated by him/her, will evaluate coaches' performance at the conclusion of each season, taking into account any factors required under applicable law or Commissioner Regulations. Coaches will have an opportunity to review evaluations with the Athletic Director. All forms and procedures to be used in this process will be collaboratively created and mutually agreed upon by both parties.

If a District administrator receives a complaint about a coach's performance, the administrator will share the complaint with the Athletic Director. If substance of the complaint concerns a matter that the Athletic Director would ordinarily investigate or address, he/she will inform the coach of the matter unless doing so would violate applicable law or regulations or detrimentally impair any investigation by the District or law enforcement authorities.

Section 5. Personnel Files

Unit members shall have access to their own personnel files as follows:

A. Access shall occur during regular business hours, after reasonable notice.

B. The unit member may be accompanied by an Association representative during such review.

C. The unit member will be permitted to make a machine copy of the file contents at the ordinary cost of copies.

D. Unit members shall not have access to confidential pre-hiring and placement materials contained in their file.

Any material, other than confidential pre-hiring placement material, to be entered into a unit member's file must be made known to the unit member and a copy given to the unit member. The unit member will sign a copy of the material as proof of his or her opportunity to review. The unit member has the right, within a reasonable time, to append his or her remarks or comments to the material. Grievance documents shall not be placed in unit member personnel files.

Section 6. Substitute Teachers

A. In the absence of a teacher, the administration will make every effort to employ a qualified substitute teacher unless it is agreed upon by the teacher and administration that a substitute teacher is not needed.
B. Voluntary Substitute Coverage Program:

1. Certified unit members, other than Teaching Assistants, may substitute teach during their contractually provided student free planning time for elementary teachers each day and one (1) preparation period for middle and high school teachers each day by volunteering. Substitute teaching during additional times/periods when not providing instruction may only take place with prior approval of the building principal.

2. The rate of compensation for the substitute teaching will be at an hourly rate of $31.00 for each entire period of substitute teaching.

3. A District claim form will be submitted each week by the unit member for each entire period of substitute teaching.

4. Certified unit members who would like to volunteer to substitute teach will submit his/her name, the times/periods of availability and the subject areas he/she will substitute for to the main office building secretary twice only during the school year, by October 1st the first half of the school year and January 5th for the second half of the school year. With prior approval from the building principal, changes may be made to availability, times/periods and or subject area outside of these two dates.

5. This pool of voluntary substitute unit members will be managed by each district building main office. Unit members on the list for that portion of the school year will be called in rotation allowing each unit member an equal opportunity to substitute teach. However, those that are on volunteer list and have the appropriate grade level or content area certification will be called first.

6. The District can decide to skip over or past a unit member on the volunteer list, where the district in its discretion decides the planning time is more beneficial to the unit member than the substitute teaching.

7. The District will follow the current procedures for utilizing substitutes: Drawing first from the District pool of substitutes, then the unit member volunteer list in a building, then whatever means the district decides in its discretion to utilize to fill the absences.

8. The intent of the program is for the parties to work collaboratively to find a solution to teacher absences and shortages. At no time will the success of utilizing unit member volunteers allow the unilateral elimination of contractual student free planning/preparation time(s) or be used to negate/diminish the need of such time.
Section 7. Separation - For Probationary Personnel

The procedure for the termination of the employment of any unit member during the probationary period shall be as provided in sections 3019-a and 3031 of the Education Law of the State of New York, as in effect at the time of termination.

Section 8. Utilization of Non-Professional Personnel

The administration will endeavor to transfer non-teaching and nonprofessional duties to nonprofessional personnel whenever possible and in conformity with the New York State Education Law and the regulations of the Commissioner of Education.

Section 9. Job Security Clause

In the event that a reduction in staff becomes necessary, in the judgment of the Board of Education, the District shall first lay off those unit member with the shortest period of consecutive service in the tenure area or areas affected, in accordance with the Law of the State of New York as in effect at the time of the layoff and/or recall.

Section 10. Tenure

The procedure for tenure recommendation shall be as provided in sections 3019-a and 3031 of the Education Law of the State of New York, as in effect at the time of the tenure recommendation.

Section 11. Notice of Vacancies: Posting

Notice of teaching, teaching assistant, administrative or extracurricular vacancies paid at or over $500 per year will be posted electronically on the District’s online web recruitment system within five (5) days of confirmation of the vacancy, and a copy will be emailed to the Association President.

Section 12. Enrollment of Non-Resident Children

Only those non-resident unit members hired prior to July 1, 2009 may enroll their children in the Honeoye Falls-Lima Central School District on a tuition-free basis.

ARTICLE VIII
PERSONAL PROFESSIONAL DEVELOPMENT

A. Both parties to the agreement recognize that personal professional growth in the areas of techniques of instruction, management of instructional setting, preparation, pupil-educator relationships and character development, knowledge of subject matter, pupil evaluation, building and district effectiveness, and community relations are related to teacher performance and in turn to student achievement.
B. It is in the best interest of the District and its unit members that means be available to improve methods and materials used by unit members. Therefore, the District agrees to continue to promote and support these activities, within the restrictions of budgetary appropriation of expense money for reimbursement, based upon the merits of unit members requests.

C. Approved on-line courses will be compensated.

D. Effective July 1, 2007 any full-time teacher in a regular probationary or tenured appointment will be paid a one-time stipend of $2,500 for obtaining a National Board Certification. This stipend will be added to the teacher’s salary (not included in the base) in the first full school year the teacher commences in possession of the certification.

E. Effective July 1, 2008 a limited number of Mentor Teacher Coaches will be appointed in targeted areas of professional development. These positions will be subject to an annual appointment and evaluation at a rate of compensation commensurate with Mentor Teacher: Level 1, $1,250; Level 2, $750; and Level 3, $350. Technology Coaches/Technology Integration Coaches will be recognized as Level 1 positions and receive that stipend amount.

F. Group Mentoring:

During years two (2), three (3), and four (4), a newly hired teacher will be afforded the opportunity for continued Mentoring, but it will be in a group setting, with a tenured teacher who is a unit member. The tenured teacher will be referred to as the Mentor Facilitator. Participating in the Group Mentoring is not mandatory, but highly encouraged.

The rate of compensation for Mentor Facilitator will be at an hourly rate of $52.00 per hour.

The maximum number of non-tenured teachers that a Group Facilitator can oversee in any given year is six (6).

The maximum number of meetings that a Group Facilitator can hold per year is ten (10).

ARTICLE IX
LEAVES OF ABSENCE

Section 1. Sick Leave for Personal Illness

A. Unit members hired prior to July 1, 2009, shall be granted twenty (20) days of sick leave for each year of instructional employment, cumulative to a maximum of one hundred eighty-nine (189) days. Unit members hired on or after July 1, 2009, shall be granted fifteen (15) days of sick leave for each year of instructional employment, cumulative to a maximum of one hundred eighty-nine (189) days.
B. The administration reserves the right to request of the unit member a certificate from a practicing physician attesting to illness covering the absence for a period of three (3) consecutive days or more, or six (6) days out of a calendar month.

C. If a unit member has accumulated less than fifty (50) days of sick leave, the unit member shall receive the difference in pay between the regular daily substitute rate and the daily salary of the unit member for the number of extended sick leave days which, when added to the accumulated sick leave of the unit member, equals a total of fifty (50) sick leave days.

D. Any allowance of an extension of sick leave beyond that provided by this section shall be made by special resolution of the Board.

E. For purposes of this section, “day” shall mean any day for which school is scheduled, including examination and conference days.

Section 2. Death in Family

A unit member shall be granted up to four (4) days of leave with full pay during each school year for the purposes of bereavement upon each death of a member of the unit member’s family and close relatives, and spouse’s family and close relatives. For purposes of this section, four (4) days shall mean four (4) school days. Such leave shall not be cumulative and shall not be charged against sick leave.

Section 3. Family Illness.

A unit member shall be allowed a maximum of five (5) days leave with full pay during each school year because of serious illness in his or her immediate family covering mother, father, husband, wife and children. Such leave shall be charged against sick leave. Every effort shall be made to secure aid to help the unit member perform his or her regularly instructional duties. One of the days granted in this section may be used for personal leave.

Section 4. Personal Leave

A. A unit member shall be granted two (2) days personal leave per year for the following reasons:

   Legal obligations
   Religious obligations
   Family obligations

B. The applicant shall state the reason for the request (e.g., legal, religious, family obligations) and shall submit the request in writing five (5) days in advance whenever possible prior to the date for which the leave is being requested. This leave shall not apply to the day before and the day after a holiday or vacation. Personal leave for contractual reasons that follow contractual procedures, on the Thursday before Labor Day, will be allowed.
C. Special requests for additional personal days can be submitted to the Superintendent by route of the building principal 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 or days should not be considered precedent for the granting of other request.

D. Unused personal days remaining at the end of the year may be converted to sick days and accumulated in the employee's sick bank.

Section 5. Personal Leave Without Pay

A. A unit member may be granted a year of personal leave without pay for health, education, business, or travel. Request for health care leave must have a doctor's recommendation. Requests for education, business, or travel must be requested on or before February 1.

B. Such absence will not be counted toward seniority, completion of the probationary period, or in determining salary increment and sick leave will not accumulate. Upon return from leave, the unit member will receive a percent salary increase (to the unit member's salary as of the date the leave commenced) that is consistent with the salary increase granted to other unit members for the school year in which the unit member returns.

C. Application for personal leave without pay must be filed with the Superintendent of Schools, for final action by the Board of Education. The request shall include the intended date of return, which shall be at the beginning of a semester, unless the Board consents to an alternative return date. Any request to change an approved return date must be submitted in writing to the Superintendent at least sixty days (not including July and August) in advance of the approved return date.

Section 6. Sabbatical Leave

The District agrees to grant no more than two sabbatical leaves per school year to teachers for purposes of study or travel or other such activities, which are judged to be appropriate for professional development by the Instructional Leadership Council and the Superintendent. If more than two acceptable requests are received by the Board, the sabbatical will be granted to the individual with the professional development activity which will be the most beneficial to the District.

Any teacher who has completed four (4) years of service in the District, who has permanent certification, and who has not had a sabbatical leave during the past seven (7) years immediately preceding, may be granted a sabbatical leave not to exceed two semesters or to be less than one month in duration. Any eligible teacher must submit an outline of his or her proposed course of study and his or her travel plans not later than four months prior to the desired effective date of the leave. Teachers on sabbatical leave will receive two-thirds (2/3) of their monthly salary plus full medical benefits for all months that they are on sabbatical leave during the school year. Any such leave may be extended an additional semester without pay if such extension is warranted. Application for sabbatical leave must be filed with the Superintendent of Schools, for final action by the Board of Education.
A teacher on sabbatical leave shall receive the scheduled increment and/or adjustments in salary and credit toward retirement, which he or she would have received were he or she occupying his or her regular assignment. Normal sick leave will accrue during such a leave. (A sabbatical leave period will not be counted, however, toward the completion of the probationary period.)

A teacher who receives a sabbatical leave shall agree, in writing, to return to service with the Board for two years.

Section 7. Parental Leave

A. Unit members will be granted up to two years of unpaid parental leave upon the birth or adoption of a child. A full two-year leave that would end during a semester that had already begun may be extended to the beginning of the next semester at the option of the unit member.

B. Parental leave will commence immediately upon the birth or adoption of a child or, in the case of a unit member taking pregnancy disability leave, immediately following such disability leave. Unit members will give the district advance notice as soon as practicable of their best estimate of the inception of such leave.

C. Requests for parental leave shall be submitted in writing to the Superintendent for final action by the Board of Education. The request shall include the intended date of return, which shall be at the beginning of a semester, unless the Board consents to an alternate return date. Any request to change an approved return date must be submitted in writing to the Superintendent at least sixty days (not including July and August) in advance of the approved return date.

D. Effective on the date of his/her return to work, the unit member will receive a percent salary increase (to the unit member’s salary as of the date the leave commenced) that is consistent with the salary increase granted to other unit member for the school year in which the unit member returns.

E. If the parental leave of absence begins before the completion of the probationary period, the unit member must complete the unexpired portion of the probationary period satisfactorily upon return from leave before permanent appointment is granted. Application for parental leave must be filed with the Superintendent of Schools, for final action by the Board of Education.

Section 8. Professional Leave

An unspecified number of days of leave with full pay may be granted to unit members upon recommendation of the Superintendent for professional purposes such as visiting days, institutes, organizational meetings, conferences, in-service programs, and graduate study. In all cases of absence for professional leave purposes, a written request must be filed with the building principal. Request for such purposes should be made to the Superintendent through the
Chairperson of Instructional Leadership Council (which are constituted according to District policy).


Unit members called for jury duty shall receive full compensation from the school District but must sign over the amount of compensation received from jury duty to the school district.

Section 10. Military Leave

All full-time unit members shall be entitled to a military leave of absence if ordered to active duty for training during the school year. Unit members are entitled to the payment of salary as a public officer or employee for any or all periods of absence, not exceeding a total of 30 days in any one calendar year, while engaged in the performance of ordered military duty.

ARTICLE X
SCHOOL CALENDAR

In March of each year, the Superintendent and the President of the Association will meet to review the annual school calendar prior to submission to the Board of Education for its adoption. This meeting will be an opportunity for the Association to provide input regarding the proposed school calendar.

ARTICLE XI
HEALTH INSURANCE

Section 1: Active Employee Health Insurance

A. Effective December 31, 2015, the RASHP 2 Classic Blue and Extended Plans will no longer be available to unit members.

B. Unit Member Contributions:

1. Unit Members Hired Prior to June 14, 2016: Unit members will contribute 15% of the annual premiums for the RASHP 2 Value Plan and the District will contribute 85%.

2. Unit Members Hired on or After June 14, 2016: Unit members will contribute 20%, and the District will contribute 80% of the annual premium for the RASHP 2 Value Plan until the unit member has completed four years of service with the District. After completing four years of District service, the unit member will contribute 15% and the District will contribute 85% of the annual premium for the RASHP 2 Value Plan.
C. Premiums for other than Value Plan:

1. If a unit member chooses to enroll in a District Plan that has a higher monthly premium than the Value Plan (currently, Select Plan), the unit member may "buy up" to the higher cost plan. The District contribution for the higher cost plan shall not exceed the dollar amount of its contribution for a Value Plan.

2. If a unit member enrolls in a District plan that has a lower premium than the Value Plan (e.g., high deductible health plan), the District will contribute 85% of the premium cost for the lower cost plan. The District will also credit/contribute to the unit member's HRA/HSA an amount equal to \( \frac{1}{2} \) of the District's net savings between the monthly premium for the Value Plan and the lower cost plan. Any amounts contributed based on this savings will be credited/contributed on a quarterly basis in January, April, July and October of each year.

D. Health Reimbursement Arrangement and Health Savings Account:

The District will credit/contribute the following amounts to the unit member's HRA/HSA on July 1 of each year:

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<th>School Year</th>
<th>Amount</th>
</tr>
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<tbody>
<tr>
<td>2018-2019</td>
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</tr>
<tr>
<td>2019-2020</td>
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</tr>
<tr>
<td>2020-2021</td>
<td>$1125</td>
</tr>
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Under the Patient Protection and Affordable Care Act, unit members who do not have health insurance with the District and who do not have any other employer-sponsored health insurance are not permitted to have HRA or HSA monies.

1. Unit members who are entitled to receive HRA or HSA money from the District, but are not eligible for such money under the Patient Protection and Affordable Care Act, will receive a stipend in the amount listed above for the respective year.

2. The stipend will be paid as a separate check, with appropriate taxes deducted, on the date that the HRA and HSA contributions are paid to other employees.

3. Any money paid under this section is not a voluntary election for unit members.

E. Flexible Spending Account:

The District will offer all unit members the option of participating in a flexible benefits plan (Internal Revenue Code, Section 125) with the dependent care option. The District will offer an HSA compatible flexible spending account for unit members who have an HSA.
Section 2: Retiree Health Insurance

A. Unit members who retire on or after June 14, 2016 are responsible for maintaining current address and other contact information with the District when enrolled in health insurance during retirement.

B. For unit members hired before July 1, 2004, the District agrees to pay for the cost of the Blue Point Value for unit members who retire from the District under the New York State Employees Retirement System according to the following:

- 15 years of District service: 50% of premium cost
- 20 years of District service: 75% of premium cost
- 25 years of District service: 100% of premium cost

This coverage shall extend to the spouse of a deceased retired unit member until remarriage or becoming otherwise insured.

C. For unit members hired on or after July 1, 2004, the retirement benefit in subsection B will be modified to provide the following benefits:

- 15 years of District service: 50% of single plan premium for the number of years of District service
- 20 years of District service: 70% of single plan premium for the number of years of District service
- 25 years of District service: 90% of single plan premium for the number of years of District service

D. Unit members who retire after June 14, 2016, and their spouses, upon reaching the age of eligibility, will enroll in a Medicare plan. The Medicare eligibility plans shall include, but are not limited to Medicare Blue Choice Plan and Classic Blue Plan. The District's premium contribution will be at the same percentage as outlined in subsections B or C above, as applicable.

E. If a retiree moves out of the geographical area covered by the coverage offered by the District, the District will reimburse the retiree, at the same percentage rate (as outlined in subsections B or C above, as applicable) as if the retiree had elected District-provided coverage, if the retiree purchases alternate health insurance coverage.** In order to qualify for such “portability” reimbursement, the retiree must submit receipts for premiums paid for the months of January through June no later than July 15 of each year, and for the months of July through December no later than January 15 of the following year. The District will issue reimbursements within 30 days after July 15 and January 15, respectively. A retiree who fails to timely submit a receipt for reimbursement will waive his/her right to reimbursement for that six month period, but shall remain eligible for future reimbursement if timely requests are made.

** In no event shall the District's reimbursement exceed the dollar amount that it would contribute for a plan offered by the District.
F. After retirement from the District, a retiree who does not utilize a retiree health insurance plan or a Medicare plan may re-enroll during retirement. Re-enrollment will:

1. Take place during an open enrollment period or at the time of a qualifying event.

2. Be at the same benefit plan level at the date of his/her retirement from the District if such plan is still available. In the event that the plan is no longer available then the current base plan at the time of re-enrollment will be used.

3. Upon Medicare eligibility, the retiree must enroll in a Medicare plan as outline in subsection D.

4. Be at the same contribution percentage at the date of his/her retirement from the District as outline in subsection B or C above, as applicable.

Section 3: Health Insurance Buyout (Active Employees)

A. Effective January 1, 2017, the District will offer a “buy-out” of $1,000 to unit members who qualify for full health benefits if at least 20 qualifying full time unit members elect, by December 30, not to participate in any health insurance offered by the District in the subsequent year. A “qualifying” unit member is one who does not purchase coverage on the health exchange or who does not participate in District provided coverage as a spouse/dependent of another individual employed by or retired from the District. Non-qualifying unit members are not eligible for the buy-out.

B. The buy-out will be paid in the last payroll in December, provided the unit member has remained off District coverage for the entire period (calendar/plan year) and is employed by the District on the date the buy-out is paid. If a unit member eligible for the buy-out has retired, or is laid off or his/her job is abolished, then the buy-out paid to the unit member will be pro-rated to reflect the amount of the time that the unit member actually worked in the year covered by the buy-out period and will be paid in the unit member’s last paycheck.

ARTICLE XII
OTHER INSURANCE

A. Workers Compensation.
The District will provide workers compensation insurance in accordance with applicable New York State law. In the event of an accident covered by workers compensation insurance, occurring while engaged in school duties, the District will pay a unit member an amount equal to the difference between the workers compensation awarded and his or her regular salary. The District will NOT pay any workers’ compensation or supplement during any time of absence due to accidents sustained while in the gainful employment of others or while self-employed.

The District will reimburse unit members the reasonable cost of replacing or repairing dentures, eyeglasses, hearing aids, or similar prosthetic devices, and clothing not covered by Workers’ Compensation which are damaged, destroyed, or lost as a result of an injury.
sustained in the course of the unit member's employment, provided the unit member has not been personally negligent with reference to the incident. Such incident must be reported within two school days of loss.

B. Life Insurance.
The District will provide a $50,000 life insurance policy for every teacher in the District. The District will provide a $25,000 life insurance policy for every teaching assistant in the District. This benefit will be over and above any such coverage provided for in the pension program.

ARTICLE XIII
NEW INSTRUCTIONAL PROGRAMS

A. The District will involve teachers in the development, implementation, and evaluation of District-wide programs through committees appointed jointly by the President of the Association and the Superintendent of Schools. Final instructional program decisions rest with the Board of Education.

B. Experimental Programs. This is a procedure for cooperation between the District and the Honeoye Falls-Lima Education Association specifically for dealing with experimental changes in the existing terms and conditions of employment of teachers.

1. Purpose and Function

a. This procedure may be used to address experimental changes initiated by the District or by the Honeoye Falls-Lima Education Association which affect the terms and conditions of employment of teachers in Honeoye Falls-Lima, and which would otherwise be prohibited by the provisions of the existing agreement between the parties, e.g., changes in the teacher work day which might be different from the day spelled out in the contract.

b. This procedure will be in addition to, and will not replace existing vehicles for discussion and cooperation currently in existence.

c. This procedure is not intended to in any way affect or prohibit the District and the Board of Education from instituting any curriculum changes, additions, or other rights specifically delegated to the District by the Education Law, regulations, and other decisions having the force and effect of law or not specifically prohibited by the contract.

d. The agenda of changes to be considered will be agreed to by the Superintendent of Schools and the President of the Education Association in September and June of each school year. Additions to the list may be made by both parties upon mutual agreement at any time before or after these dates.

e. This procedure is experimental in nature itself and shall exist collaterally for the term of the agreement and shall expire unless extended by the parties.
2. Operation

a. An ad hoc committee for each proposed Experimental Program will consist of eight members. The committee will have four members appointed by the District and four members appointed by the Association.

b. A committee will consider issues on the agenda agreed to by the Superintendent and the Education Association President.

c. Any Experimental Program that receives an affirmative recommendation from the ad hoc committee appointed to consider it will be sent to the Superintendent of Schools for approval. If the Superintendent approves of the recommended program, the program and/or change necessitating contract waiver will be implemented for a trial period of no less than one year, or for a shorter or longer period of time if mutually agreed. Required changes in terms and conditions of employment necessitated by items approved by this committee will operate outside of the agreement for specified periods of time. During the trial period, the change will be reviewed and evaluated by the ad hoc committee which recommended it. At the end of the trial period, the committee may recommend continuance, modification, or discontinuation of the program. If the Superintendent approves, the District and the Association will negotiate any changes in the terms and conditions of employment necessary in the contract, which are needed for the program to continue or discontinue.

ARTICLE XIV
REPRISALS

There shall be no reprisals of any kind taken against any unit member by reason of his or her membership in the Association or participation in any of its activities.

ARTICLE XV
NO STRIKE CLAUSE

There shall be NO strikes or work stoppages by any party to this Agreement.

ARTICLE XVI
SAVING CLAUSE

If any article or section of this Agreement shall be found to be in violation of existing law, that article or section shall be considered null and void, and all other articles or sections shall remain in effect as though that article has not been part of this Agreement.

If the effectuation of any benefit is hindered by operation of any federally imposed controls, the parties shall discuss the re-allocation of funds appropriated for the benefit(s) in question in a form mutually agreed upon and consistent with law. Until such a time as the full value of the
mutually agreed upon benefit(s) is received, the Board has an obligation toward the Association for the value received.

ARTICLE XVII
NECESSARY SERVICES

Section 1. Arrival and Departure Time

Teachers of the District shall be expected to arrive at school within ample time of the opening of classes and to start instruction. They shall provide ample time at the end of the school day for professional needs. The expected time for arrival and completion of the school day shall be made jointly by the teachers and administration.

Section 2. Attendance

Unit members of the District shall take attendance as requested by school law, and shall at the secondary level, keep attendance at the beginning of each class or study hall in accordance with regulations established by the building principal.

Section 3. Faculty Meetings

Teachers will attend one (1) faculty meeting a month from September to June. This meeting will begin no later than fifteen (15) minutes after student dismissal and typically will not last longer than one (1) hour in length. In extenuating circumstances which causes a teacher to be absent from the meeting, the teacher will provide notification to his/her building principal in advance of the meeting and make reasonable efforts to learn what was missed from the meeting. Teachers and administrators will schedule extracurricular activities so they do not conflict with faculty meetings. In the event of an emergency, then an emergency faculty meeting may be scheduled in addition to the monthly meeting.

Section 4. Collaborative Work Time

A. Collaborative Hours Outside of the Student Instructional Day

1. Collaboration will be defined as two (2) or more teachers meeting, sharing expertise, and working collaboratively to improve teaching skills and the academic performance of students. This time may include, but is not limited to, learning about and analyzing new standards, developing or revising curriculum and associated unit plans, creating and reviewing common assessments or reviewing student learning. The purpose of collaborative work time is to improve the skills and knowledge of teachers through collaborative student and professional dialogue.

2. Collaboration hours will take place on school property or in a professional environment approved by the building administrator.
3. Teachers will work ten (10) additional collaborative hours during the work year from September to June. This time will be in addition to current professional responsibilities of teachers and must not conflict with them.

4. The ten (10) collaborative hours outside of the student instructional day will be divided into one (1) hour increments each month from September to June, unless otherwise approved by the building principal.

5. Five (5) hours of the collaboration time shall be teacher-determined and five (5) hours shall be District-determined.

6. If the whole staff (teachers) chooses to work together on a proposal, the District will determine if the building is indeed willing to work on that proposal on that specified date.

7. Teacher-determined collaboration work:
   a. Purpose is to improve instruction by addressing District, building, grade level and/or subject educational goals. Examples of Teacher determined work time may include, but are not limited to: collaborative study, expertise exchange, professional dialogue, project: team/department, building or interdisciplinary, working with teacher colleagues in other school districts.
   b. May be scheduled immediately before or after the student instructional day Monday through Thursday when school is open in accordance with the school district calendar.
   c. Teacher participants will determine the date(s) and time(s) of the work and report it to their building principal at least ten (10) days in advance.
   d. Teachers will complete Pre-Approval Forms prior to each collaborative work time session and submit the forms to the building principal. Teachers will also complete Collaborative Work Time Summary Forms following each collaboration work session and submit the forms to the building principal. The forms will be created by the Assistant Superintendent for Curriculum and Instruction, who shall meet with the President of the Association, to afford the Association with an opportunity to provide input regarding the proposed forms.

8. District determined collaboration work:
   a. May be scheduled immediately before or after the student instructional day Monday through Thursday when school is open in accordance with the school calendar.
b. Reasonable notice will be given to teachers regarding date(s) and time(s) of District collaboration hours.

B. Collaboration Time during the Student Instructional Day.

1. In addition to the ten hours of collaboration time outside of the student instructional day, teachers at the Middle and High Schools may be assigned collaborative work time during the student instructional day if the collaborative work time does not conflict with the teacher’s classroom time, lunch time or preparation period.

2. In addition to the ten hours of collaboration time outside of the student instructional day, teachers at Manor and Lima may be assigned collaborative work time during the student instructional day if the collaborative work time does not conflict with the teachers’ lunch or the two hundred twenty-five (225) minutes per week (not less than 20 minutes per day) of student-free professional planning time and may not be during the equivalent of the two (2) full days or four (4) half days at the end of the school year.

3. As needed, the building administration will have the option of hiring substitutes or providing other instructional/supervision to free up a teacher’s administrative duty for collaboration work time. It will be the administrator’s responsibility to provide coverage when providing such release time.

Section 5. Improvement of Instruction

Unit members are professionals who are given the important responsibility of educating and developing students. As professionals, it is the expectation of the District that unit members continue to develop and improve instructional knowledge, skills, techniques, and methods. The Association and Superintendent agree that continual attention to the improvement of instruction is linked to each unit member, and attention will be given to the following matters:

A. The development of character traits in students conducive to good citizenship as it applies to school, home and community.

B. Teaching and counseling with pupils on an independent study or individual project.

C. Participating in case conferences with pupils, parents, colleagues, and administration.

D. Continuous improvement of classroom instruction, which may include a variety of instructional approaches, resources and technologies to meet diverse learning needs, engage students and promote achievement.

E. Taking every reasonable precaution to see that equipment and materials are maintained for optimum use.
F. The District shall make every effort to provide the support services the unit members
deem necessary to carry out their responsibilities.

ARTICLE XVIII
PROFESSIONAL RELATIONS

Section 1. Working Relationship

In the event the Board of Education or administration considers a change in policy or practice
which is not a part of the Board and Association Agreement, and which is within the scope of
bargaining or affects terms and conditions of employment, the Board of Education or
administration agrees to submit proposed changes to a committee to be formed in conjunction
with the Association for their review and mutual Agreement which would be submitted to the
Board of Education and the Association within 30 days. Final consideration is at the discretion
of the Board of Education. The Committee will be appointed annually by the Superintendent of
Schools in cooperation with the President of the Education Association.

Section 2. Board Policy

A. The Board of Education policy statements relevant to Association unit members will be
available to all unit members electronically on the District website using the Board Docs
portal (software).

B. Following approval by the Board of Education, a copy of the minutes of a regular Board
of Education meeting will ordinarily be sent to the Association President via email.

Section 3. Association Use of Facilities

The Association shall be permitted to use District facilities as it has in the past. In a year when
the District is on a contingency budget, the Association shall use the facilities under the same
terms and conditions as any other District organization when such use begins after 6 p.m.

Section 4. Professional Freedom

The Board of Education and the Association recognize that the maintenance of a climate of
professional freedom is fundamental to the learning process. The Board and the Association
further agree that it is the province of the unit members to inspire in each pupil the principals of
an inquiring mind and respect for truth, a recognition of individual freedom, social responsibility,
the democratic tradition, and appreciation of individual personalities. Furthermore, the Board
and the Association agree to take appropriate action to define these principles whenever they are
threatened in the District.

Section 5. Association and Administrative Dialogue

The Association President will meet on a monthly basis with the Superintendent of Schools to
discuss matters of concern to unit members.
Section 6. Financial and Budgetary Information

The Association shall, upon request, see the publicly available financial and budgetary information of the District during regular business hours.

Section 7. Association Meetings

Professional meetings of the Honeoye Falls-Lima Education Association, which require unit member’s attendance, will be scheduled outside of the normal workday. The Association will file the dates of the regular Association meetings with the building principals by September 15.

Section 8. Association President Release Time

A. The Association President, or the President’s designee will be released for up to 15 of the 189 workdays to attend Association business. The Association will pay the substitute cost for the non-work days.

B. The Association President will be relieved of any supervisory assignments (e.g.: study hall, lunch room monitoring, bus duty, etc.) during their work day. Equal time will be arranged if the President comes from the Manor and/or Lima Primary buildings.

Section 9. Student Teacher Vouchers

A cooperating teacher shall be given the right of first refusal on the use of the earned student voucher. If the cooperating teacher chooses not to use the student voucher he/she may request that the Superintendent of Schools assign the voucher to a unit member selected by the cooperating teacher.

ARTICLE XIX
TEACHING ASSISTANTS

Section 1: Contract Application and Use of Teaching Assistants

A. All other terms and conditions contained within the Collective Bargaining Agreement will apply to Teaching Assistants unless identified as specific to a title (e.g.: Teacher), written exemption of Teaching Assistants or unless stated differently herein this Article XIX.

B. Teaching Assistants may only be used in accordance with the Commissioner’s Regulations (Part 80). Further, no current HFLEA unit member will be laid off or reduced through the use of Teaching Assistants. A teaching assistant may fill a position vacated by a certified teacher through resignation or retirement so long as the Teaching Assistant is used in a manner consistent with the Commissioner’s Regulations (Part 80).
Section 2: Compensation

A. Rate of Pay:

1. Returning Teaching Assistants:
   
a. July 1, 2019, all Teaching Assistants will receive a 3.25% base hourly rate increase.

b. July 1, 2020, all Teaching Assistants will receive a 3.25% base hourly rate increase.

2. Minimum starting rate for new Hire Teaching Assistants:

<table>
<thead>
<tr>
<th>Effective Date</th>
<th>Teaching Assistants</th>
</tr>
</thead>
<tbody>
<tr>
<td>2018-2019</td>
<td>$12.50</td>
</tr>
<tr>
<td>2019-2020</td>
<td>$13.20</td>
</tr>
<tr>
<td>2020-2021</td>
<td>$13.90</td>
</tr>
</tbody>
</table>

B. Tuition Reimbursement:

1. Per Article V.B.1 & 2 for maximum per credit hour reimbursement amount and claim process.

2. Will be for pre-approved work related course work.

C. Remuneration for Extra Work:

1. Curriculum work and rate of pay will not apply to Teaching Assistants.

2. Summer School rate of pay will be at the Teaching Assistant’s hourly rate of pay.

3. In-service rate of pay will be at the Teaching Assistant’s hourly rate of pay.

4. Tutoring rate of pay will be at the Teaching Assistant’s hourly rate of pay.

D. Paid Holidays:

Teaching Assistants will receive eleven (11) paid holidays during the work year:

Columbus Day, Veteran’s Day, Thanksgiving Day, Friday after Thanksgiving Day, Christmas Day, New Years’ Eve Day, New Year’s Day, Martin Luther King Day, President’s Day, Good Friday and Memorial Day. If Veteran’s Day falls on a Saturday, Sunday, or the District chooses to utilized it as a work day, then the day off will be utilized on the Wednesday of Thanksgiving break provided that is not a scheduled day for student attendance.
E. Overtime:

Overtime is granted upon prior approval of the Assistant Superintendent of Business and Operations and/or his/her designee to unit members at one-and-a-half times their regular rate of pay. Overtime is considered to be any time in excess of 40 hours per week.

F. District Paraprofessional who is hired and appointed to a Teaching Assistant Position:

1. Rate of pay will be the greater of the minimum starting hourly rate above or a 5.00% increase to their Paraprofessional hourly rate at the time of appointment.

2. Date of appointment to a Teaching Assistant position will be used as reference to unit member date specific provisions located in the Collective Bargaining Agreement.

3. Accrued sick days as a Paraprofessional will transfer with the unit member to a Teaching Assistant position.

Section 3. Conditions of Employment

A. Work Day:

1. The Teaching Assistant work day shall be established by the District. The start and end times will be determined by building administration.

2. Teaching Assistants who work thirty (30) or more hours a week will be defined as a full-time employee.

B. Days Prior to Labor Day:

Agenda for these days will be determined by the District and Building Administration.

C. Assignments:

Assignment for the coming year will be given to Teaching Assistants no later than August 1. However, it is recognized that the assignment may change due to District needs.

D. Study Hall Supervision:

Study Halls will have a maximum of 30 students.

E. Evaluation:

1. During the probationary period, Teaching Assistants will be evaluated at least two (2) times each year by the appropriate administrator.
2. Once tenured, Teaching Assistants will receive an annual review/evaluation by the appropriate administrator.

F. Faculty Meetings:

Teaching Assistants will be required to attend faculty meetings as set forth in Article XVII, Section 3 unless his/her supervisor deems it necessary to utilize the Teaching Assistant’s services elsewhere. Teaching Assistants will receive their regular hourly rate of pay for attendance at faculty meetings. Teaching Assistants are required to complete a timesheet if the Teaching Assistant exceeds his/her regularly assigned workhours for attendance at faculty meetings.

AGREEMENT

IT IS AGREED BY AND BETWEEN THE PARTIES THAT ANY PROVISIONS OF THIS AGREEMENT REQUIRING LEGISLATIVE ACTION TO PERMIT ITS IMPLEMENTATION BY AMENDMENT OF LAW OR BY PROVIDING THE ADDITIONAL FUNDS THEREFORE SHALL NOT BECOME EFFECTIVE UNTIL THE APPROPRIATE LEGISLATIVE BODY HAS GIVEN APPROVAL.

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.

Dated: September ___, 2018

By: ___________________________ By: ___________________________

David Bacon, HFLEA President Gene Mancuso, Superintendent of Schools
Honeoye Falls-Lima Education Association Honeoye Falls-Lima School District
APPENDIX A
Extracurricular Activities Stipends

**Additional amounts for 15+ years of service and 20+ years of service apply beginning in 2016-2017 school year.**

<table>
<thead>
<tr>
<th>Level</th>
<th>Tier 1 **</th>
<th>Tier 2</th>
<th>Tier 3</th>
<th>Tier 4</th>
<th>Tier 5</th>
</tr>
</thead>
<tbody>
<tr>
<td>1</td>
<td>$400</td>
<td>$825</td>
<td>$1300</td>
<td>$1600</td>
<td>$1700</td>
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<tr>
<td>2</td>
<td>$900</td>
<td>$1400</td>
<td>$1700</td>
<td>$1900</td>
<td>$2100</td>
</tr>
<tr>
<td>3</td>
<td>$975</td>
<td>$1500</td>
<td>$1800</td>
<td>$2100</td>
<td>$2300</td>
</tr>
<tr>
<td>4</td>
<td>$1050</td>
<td>$1500</td>
<td>$1900</td>
<td>$2300</td>
<td>$2500</td>
</tr>
<tr>
<td>5</td>
<td>$1125</td>
<td>$1700</td>
<td>$2000</td>
<td>$2500</td>
<td>$2700</td>
</tr>
<tr>
<td>6</td>
<td>$1200</td>
<td>$1800</td>
<td>$2100</td>
<td>$2700</td>
<td>$3000</td>
</tr>
<tr>
<td>7</td>
<td>$1275</td>
<td>$1900</td>
<td>$2200</td>
<td>$2900</td>
<td>$3100</td>
</tr>
<tr>
<td>8</td>
<td>$1350</td>
<td>$2000</td>
<td>$2300</td>
<td>$3000</td>
<td>$3300</td>
</tr>
<tr>
<td>9</td>
<td>$1425</td>
<td>$2100</td>
<td>$2400</td>
<td>$3300</td>
<td>$3600</td>
</tr>
<tr>
<td>10</td>
<td>$1500</td>
<td>$2200</td>
<td>$2500</td>
<td>$3500</td>
<td>$3800</td>
</tr>
<tr>
<td>OFF</td>
<td>$1500</td>
<td>$2200</td>
<td>$2500</td>
<td>$3500</td>
<td>$3800</td>
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<tr>
<td>15 + YRS</td>
<td>$450</td>
<td>$1550</td>
<td>$2250</td>
<td>$2550</td>
<td>$3550</td>
</tr>
<tr>
<td>20 + YRS</td>
<td>$500</td>
<td>$1600</td>
<td>$2300</td>
<td>$2600</td>
<td>$3600</td>
</tr>
</tbody>
</table>

The stipend for intramural sports is $985.

Extra-Curricular Activities Chart
<table>
<thead>
<tr>
<th>Manor School</th>
<th>Musical Crew Dir (1)</th>
</tr>
</thead>
<tbody>
<tr>
<td>Drama Club (1)</td>
<td>Marching Band (1)</td>
</tr>
<tr>
<td>Intramurals (1)</td>
<td>Photography (1)</td>
</tr>
<tr>
<td></td>
<td>Sci. Olympiad (1)</td>
</tr>
<tr>
<td></td>
<td>Select Choir (1)</td>
</tr>
<tr>
<td></td>
<td>Stu. Council (2)</td>
</tr>
</tbody>
</table>

*Numbers are for information and budgeting purposes only.*
APPENDIX B
Coaching and Athletic Salaries

Coaching and Athletic Program Salaries

Returning coaches that are off step will receive increases to their prior season’s salary, as follows:

<table>
<thead>
<tr>
<th>School Year</th>
<th>Percentage Increase</th>
</tr>
</thead>
<tbody>
<tr>
<td>2018-2019</td>
<td>3.0%</td>
</tr>
<tr>
<td>2019-2020</td>
<td>3.0%</td>
</tr>
<tr>
<td>2020-2021</td>
<td>3.0%</td>
</tr>
</tbody>
</table>

Returning coaches who meet the minimum years of service as a coach (measured by years coaching an individual sport) will receive an additional longevity stipend, which shall not be added to base salary, as follows:

<table>
<thead>
<tr>
<th>Minimum Years Coaching</th>
<th>Longevity Stipend Amount</th>
</tr>
</thead>
<tbody>
<tr>
<td>15 to 19 years</td>
<td>$100 per year</td>
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<tr>
<td>20 to 24 years</td>
<td>$150 per year</td>
</tr>
<tr>
<td>25 plus years</td>
<td>$200 per year</td>
</tr>
</tbody>
</table>

For coaches that are on step 2018-2019, 2019-2020, and 2020-2021:

<table>
<thead>
<tr>
<th>Level</th>
<th>Step 1</th>
<th>Step 2</th>
<th>Step 3</th>
<th>Step 4</th>
<th>Step 5</th>
<th>Step 6</th>
<th>Step 7</th>
<th>Step 8</th>
<th>Step 9</th>
<th>Step 10</th>
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<td>6,344</td>
<td>6,552</td>
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<td>4,437</td>
<td>4,610</td>
<td>4,784</td>
<td>4,957</td>
<td>5,130</td>
<td>5,304</td>
<td>5,477</td>
<td>5,650</td>
<td>5,824</td>
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<td>3</td>
<td>3,328</td>
<td>3,501</td>
<td>3,674</td>
<td>3,848</td>
<td>4,021</td>
<td>4,194</td>
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<td>4,541</td>
<td>4,714</td>
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<table>
<thead>
<tr>
<th>Level 1</th>
<th>Level 2</th>
<th>Level 3</th>
<th>Level 4</th>
<th>Level 5</th>
<th>Level 6</th>
</tr>
</thead>
<tbody>
<tr>
<td>Football</td>
<td>Soccer</td>
<td>Cheerleading</td>
<td>JV Soccer</td>
<td>JV Tennis</td>
<td>Mod Soccer</td>
</tr>
<tr>
<td>Wrestling</td>
<td>Baseball</td>
<td>Tennis</td>
<td>JV Baseball</td>
<td>JV Golf</td>
<td>Mod X-Country</td>
</tr>
<tr>
<td>Basketball</td>
<td>Softball</td>
<td>Golf</td>
<td>JV Softball</td>
<td>Fresh Baseball</td>
<td>Mod Volleyball</td>
</tr>
<tr>
<td>Trainer (fall/winter)</td>
<td>Lacrosse</td>
<td>JV Basketball</td>
<td>JV Lacrosse</td>
<td>Fresh Soccer</td>
<td>Mod Wrestling</td>
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<tr>
<td>Track</td>
<td>Swimming</td>
<td>JV Football</td>
<td>JV Cheerleading</td>
<td>Mod A Soccer</td>
<td>Mod Basketball</td>
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<tr>
<td>X-Country</td>
<td>Track</td>
<td>Asst Football</td>
<td>JV Volleyball</td>
<td>BaseballMod</td>
<td>JV Asst Track</td>
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<tr>
<td>Volleyball</td>
<td>Alpine Skiing</td>
<td>Asst Lacrosse</td>
<td>J Track</td>
<td>Football</td>
<td>Mod B Boys</td>
</tr>
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<td>Nordic Skiing</td>
<td>Trainer (spring)</td>
<td>Asst Wrestling</td>
<td>Asst Soccer</td>
<td>Mod Wrestling</td>
<td>Swimming</td>
</tr>
<tr>
<td>Trainer (spring)</td>
<td></td>
<td>Asst X-Country</td>
<td>Asst Baseball</td>
<td>Mod Basketball</td>
<td>Mod A</td>
</tr>
<tr>
<td></td>
<td></td>
<td>Asst Track</td>
<td>Asst Softball</td>
<td>Mod Track</td>
<td>Cheerleading</td>
</tr>
<tr>
<td></td>
<td></td>
<td></td>
<td>Asst Lacrosse</td>
<td>Unified Basketball</td>
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<tr>
<td>Grade Level</td>
<td>Leader - Grade</td>
<td>Leader - Grade</td>
<td>Leader - Grade</td>
<td>Leader - Grade</td>
<td>Leader - Grade</td>
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<tr>
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<td>----------------</td>
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<tr>
<td>K-6</td>
<td>Math Coordinator</td>
<td>7-12 Math Coordinator</td>
<td>Math</td>
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</tr>
<tr>
<td>K-6</td>
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Memorandum of Understanding  
Superintendent of Schools  
Honeoye Falls-Lima Central School District  
and  
The Honeoye Falls-Lima Education Association  

WHEREAS, high school scheduling practices have changed, rendering the terms of Article VII of the agreement between the parties difficult to implement with respect to teachers of laboratory sciences; and  

WHEREAS, the parties wish to agree upon equitable teaching assignments for teachers of laboratory sciences within current high school scheduling practices;  

The parties hereby agree that:  
1. Laboratory periods count as regular teaching class periods up to the equivalent of a regular assignment of a full-time teacher. Additional laboratory periods may be assigned in lieu of the administrative assignment. The number of laboratory periods assigned in lieu of the administrative assignment shall equal no more than one less period per week than an administrative assignment.  
2. The weekly departmental preparation and tear down of the lab for a given science course shall count as one administrative assignment for the teacher assigned this duty.  
3. The priority in scheduling will be to connect the class period for students with their laboratory periods during the school day, whenever reasonably possible. However, science teachers may be assigned laboratory periods, which are not associated with a class the teacher is teaching.  
4. This policy shall be considered a pilot program for 1999-2000 only. This policy shall be re-evaluated after the 1999-2000 school year, or any time a change is made to the daily high school schedule.  

Dated: 11/12/99  

Superintendent of Schools  
Honeoye Falls-Lima Central School District  

President, Honeoye Falls-Lima Central School District Education Association  

The extension of this pilot program continues to be the practice at the High School and is successful. This program will continue until such time another agreement is deemed necessary.  

Dated: 7/21/05  

Superintendent of Schools  
Honeoye Falls-Lima Central School District  

President, Honeoye Falls-Lima Central School District Education Association
Memo of Understanding
Superintendent of Schools
Honeoye Falls-Lima Central School District
And
The Honeoye Falls-Lima Education Association

WHEREAS, the Superintendent of Schools and the Honeoye Falls-Lima Education Association entered into a Memorandum of Understanding dated November 12, 1999, establishing a pilot program for 1999-2000 concerning the teaching assignments of teachers of laboratory sciences within current scheduling practices; and

WHEREAS, the parties entered into a Memorandum of Understanding, dated February 15, 2000 extending the original agreement through the 2000-2001 school year; and

WHEREAS, the parties, according to their understanding, continue to find this agreement to be acceptable:

The parties agree that:

1. The practices established by the Memorandum of Understanding dated November 12, 1999, concerning the assignment of teaching class periods and laboratory periods to teachers of laboratory sciences shall be continued in the 2001-2002 and 2002-2003 school years.
2. The extension of this pilot program shall be for the 2001-2002 and 2002-2003 school years only. This program shall be subject to re-negotiation after the 2003 school year or at any time a change is made to the daily high school schedule.

Dated: 8/17/01

_________________________  _________________________
Diane E. Reed                        David Young
Superintendent of Schools                  President, HFL Education Association

The extension of this pilot program continues to be the practice at the High School and is successful. This program will continue until such time another agreement is deemed necessary.

Dated: 7/11/05

_________________________  _________________________
Diane E. Reed                        David Young
Superintendent of Schools                  President, HFL Education Association
Memo of Understanding  
Superintendent of Schools  
Honeoye Falls-Lima Central School District  
And  
The Honeoye Falls-Lima Education Association

WHEREAS, the current schedule used by Honeoye Falls-Lima High School places physical education classes and science labs on alternate days during one period of the school day, students who desire to take an additional lab science class, as an elective, are often not able to do so; and

WHEREAS, the Program of Studies for Honeoye Falls-Lima High School students recommends that students consider taking additional courses in science; and

WHEREAS, the parties wish to offer optimal educational opportunities for students:

The parties agree that:

1. Early-morning physical education classes will be made available as an option for students requesting a second science class as an elective.
2. Early-morning physical education classes will begin at 6:30 a.m. and run until 7:10 a.m.
3. Teachers who teach the early-morning physical education classes will teach one section between 6:30 and 7:10 a.m. and will have their regular assignment during the instructional day reduced by one section so that they will not be teaching a longer than typical day or a heavier than typical load.
4. This program will be considered a pilot for the 2001-2002 school year only. This program shall be re-evaluated after the 2001-2002 school year, or any time a change is made to the daily high school schedule.

Dated: 8/17/01

Diane E. Reed  
Superintendent of Schools

David Young  
President, HFL Education Association

The extension of this pilot program continues to be the practice at the High School and is successful. This program will continue until such time another agreement is deemed necessary.

Dated: 7/11/05

Diane E. Reed  
Superintendent of Schools

David Young  
President, HFL Education Association