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Contract Database Metadata Elements

Title: **Honeoye Falls-Lima Central School District and Honeoye Falls-Lima Administrative Association (2005) (MOA)**

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

Local:

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AGREEMENT
BETWEEN THE
HONEOYE FALLS-LIMA ADMINISTRATIVE ASSOCIATION and the
SUPERINTENDENT OF SCHOOLS
FROM
JULY 1, 2005 TO JUNE 30, 2008

17 Employees

PREAMBLE

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

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

ARTICLE I - PROFESSIONAL DEVELOPMENT

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

ARTICLE II - EMPLOYEE BENEFITS

A. **Health Insurance**

A flexible spending plan in the amount equal to 90% of the cost of Blue Point Select, effective 7/1/06, plus the life insurance premium, plus the medical reimbursement amount will be given to each unit member to select their benefits. An administrator may opt out of Health Insurance and get an additional one thousand four hundred dollars ($1,400), which could be used for buying insurance or TSA. The changes in the health benefit apply only to current employees of this unit. Retired members from this unit will maintain the benefit level at which they retired.

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

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

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

B. **Worker's Compensation**

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

C. **Long-Term Disability Insurance**

The District will provide to all administrators long-term disability insurance equal to 75% of pay up to a maximum of $4,500 per month. Coverage is made up of a combination of an individual policy and a group

long-term benefit policy. Administrators who possess the Trustmark coverage can continue with that coverage as long as they are employed by the District and Trustmark offers the coverage.

D. **Life Insurance**

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

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

E. **Medical Reimbursement Fund**

All unit members will have an individual medical reimbursement fund administered according to terms agreed upon between the District and the Association. The District shall contribute to each unit member's fund as follows: $685 for 2005-06; $850 for 2006-07; $875 for 2007-08.

F. **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 contribute three hundred dollars ($300) annually to the current Flexible Spending dollars in 2005-06, $310 in 2006-07, and $320 in 2007-08.

G. **Retirement**

Membership in the New York State Employees Retirement System or New York State Teachers Retirement System is, by law, mandatory for all full-time administrative employees. Employees who reach the age of seventy (70) shall retire not later than the end of the month in which said age is attained. Normally, the administrator must file a notice of intent to retire with the District one year in advance of the anticipated date of retirement. Only in unusual or unforeseen circumstances, such as sudden illness or a change in family status, may the administrator file the notice of intent in less than the required one year.

H. **Credit for Unused Sick Days**

Administrators who retire on or before June 30, 2006 under the New York State Employees and/or Teachers Retirement Program, shall receive credit for all unused sick days accumulated up to and during their final year of service. Administrators may use any portion of their unused sick days to accumulate additional service credit, after which the balance will be credited toward a service raise equal to $20.00 per unused sick day. The administrator's decision regarding the type of credit desired for unused sick days must be stated in writing thirty (30) days before the last payroll check. Payment of the service raise, if any, will be made in one lump sum and be included in the last check issued by the District prior to retirement. This section expires and is not valid for any retirement after June 30, 2006.

I. **Vacations**

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

12-Month Personnel: Twenty days per year. Vacation time is not cumulative. All vacations will be scheduled during the fiscal year with, and subject to, the approval of the Superintendent of Schools. In addition, any 12-month administrator with 10 or more years of service as an administrator with the District will be eligible for five (5) additional days of vacation per year.

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

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

J. **Legal Holidays**

Administrators will be granted the legal holidays that fall within their working period. The legal holidays are to be fixed by the Superintendent of Schools.

K. **Paid Leave of Absence**

1. Sick Leave:
   a. 12-Month Personnel shall have no deductions from salary for a maximum of 240 working days during any fiscal year due to illness. This sick leave is non-cumulative and applies for each fiscal year.
2. Personal Days: Two days personal leave per year will be granted for legal, religious and family obligations. Approval of the Superintendent of Schools is required. A request shall be submitted in writing five (5) days in advance, whenever possible, prior to the date for which the leave is being requested. This leave does not apply to the day before and the day after a holiday or vacation. Special requests for additional personal days can be submitted to the Superintendent and will be determined on a case-by-case basis with a view to the particular circumstances involved. The granting or denial of an additional personal day(s) should not be considered precedent for the granting of other requests.

3. Death in Family: Administrators shall be granted up to four (4) days of leave with full pay during the school year for the purpose of bereavement upon each death of a member of the family and close relatives, and spouse's family and close relatives. For purposes of this section, four (4) days means four (4) school days and said four (4) day period will be computed commencing on midnight of the day of death of the deceased relative. Such leave is not cumulative and will not be charged against sick leave.
4. Family Illness: Administrators shall be allowed a maximum of three (3) days leave with full pay during each school year because of serious illness in their immediate family covering mother, father, husband, wife, and children. Such leave is not cumulative and will not be charged against sick leave.
5. Leave of Absence for Study or Travel: Regularly appointed administrators who have served five (5) years may, upon the recommendation of the Superintendent of Schools and with the approval of the School Board, be granted leave of absence for study or travel upon the following conditions:
    a. Applicants must file with the Board of Education a statement of the definite purpose for which such leave of absence is desired. In the case of leave for study, this statement must include the name of the institution at which the individual is to study and the course to be pursued. In case of leave for travel, a plan of the travels must be submitted, stating specific objectives which are to be sought through such travel. Leave of absence for aimless study or travel cannot be defended and, therefore, will not be approved by the Board.
    b. Persons granted leaves of absence are required to submit to the Superintendent of Schools a comprehensive report of their completed studies or travels within six months after return to school duties.
    c. Applicants must file in duplicate with the School Board a written agreement to remain in the service of the Honeoye Falls-Lima Central School District for at least one year following leave. A complete refund of all salary received during the leave shall be made if resignation occurs during the year following the leave. No refund shall be required, however, in the event of resignation at the request of the Board of Education.
    d. At any time, not more than one administrator shall be on leave of absence. Whenever there is more than one applicant, selection shall be made in accordance with the following principles:
        1. Length of service, preference being given to those of longest service.
        2. The benefits of such leaves of absence shall be distributed as fairly as possible among all grade and supervisory positions.
    e. No individual shall have more than one leave in any five-year period.
    f. When leave is granted for one year, two-thirds (2/3) of the applicant's annual salary will be paid. When leave is granted for one-half year, full salary will be paid while on leave.
    g. All those taking leave shall be entitled to all salary increments and adjustments, the same as for regular services in the school.
    h. Requests for leave which do not comply with the above stipulations may be submitted for special consideration, upon recommendation by the Superintendent of Schools.
6. Jury Duty: The personnel of the Honeoye Falls-Lima Central School District are expected to serve as jurors when called upon by governmental agencies. In only rare instances will the administration intercede for an employee in asking for release from this obligation. No personnel shall gain or lose salary because of service on jury. Remuneration received for jury duty will be referred to the School District Treasurer. The person serving on jury duty will reimburse the District for the per diem jury duty rate paid to them while on duty. The check should be made out to the School District Treasurer. All of the expense received by the person serving on jury duty will be retained by them.
7. Conference and Convention Attendance: Administrators may attend conferences and conventions within the limits of the budget. Requests for attendance shall be submitted to the Superintendent of Schools for the Superintendent's approval. Every effort will be made to include money in the budget for professional growth activities for administrators.

L. **Unpaid Leave of Absence**

1. Parental Leave: Administrators may have a leave of absence not exceeding two (2) years for parental leave. Due notice must be given as soon as pregnancy is known and formal application filed with the Superintendent of Schools for leave of absence.
2. Personal Leave: Personal leave of absence without pay may be granted for personal reasons upon the recommendation of the Superintendent of Schools.
3. Military Leave: An administrator who enlists in the National Guard or who has been drafted or enlists in the Armed Forces of the United States and/or who is required to serve brief periods of service or training as a military reservist shall be treated in accordance with Federal and State laws.

M. **Payment of Subsidy or Tuition**

District funds may be budgeted to permit administrators to attend accredited programs for the purpose of improving their individual skills and district-approved programs. Requests for the use of such funds must be submitted to the Superintendent of Schools and require the Superintendent's approval.

N. **Wellness Center**

Unit members shall have access to the District's wellness center for personal use when such facilities are not occupied for scheduled student use.

O. **Additional Benefit**

The District will pay unit member $1,100 in 2005-06; $1,200 in 2006-07; and $1,300 in 2007-08 per unit member annually toward a TSA or salary.

ARTICLE III - REMUNERATION

A. **Base Increase**

1. In each year of this agreement, any unit member whose salary in the previous year exceeded the benchmark of 115% of previous year's median salary from Monroe County School Districts in the same job titles will receive a 3.25% increase:

	2004-05 medians @110%
High School Principal	$113,251
Middle School Principal	$107,899
Elementary School Principal	$103,635
High School Assistant Principal	$ 86,433
Middle School Assistant Principal	$ 85,331
Director of PE/Athletic Director	$107,240
Director of Buildings and Grounds	$ 84,816
Director of Transportation	$ 67,694
Director of Food Service	$ 60,632
Coordinators of Teaching & Learning	$ 86,678

(2005-06 and 2006-07 benchmarks to be determined when the Monroe County figures are available)

2. On July 1, 2005 all other unit members shall receive base salary increases of 2.0% + $1,300; on July 1, 2006 each unit member shall receive base salary increases of 2.0% +$1,400; and on July 1, 2007 each unit member shall receive base salary increases of 2.0% + $1,500. Such raises shall be adjusted up or down by reference to the Consumer Price Index, All Urban Consumers (Table 1), New York-Northern New Jersey, Long Island Area, published by the Bureau of Labor Statistics, for the months of January, February and March in each year. If the average of the January to January, February to February, and March to March increases equal or is greater than 2.5%, the raise shall be increased to 2.5%. If the same average is less than 1%, then the raise shall be 1.25%.

B. **Merit Pay**

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

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

If the unit member exceeds expectations for the satisfactory completion of an annual target objective, the unit member will be entitled up to a 1.0%, not to exceed $1,200. This merit increase will be paid toward a TSA or cash equivalent and is not part of the base salary. The Superintendent's merit ratings of unit performance rating shall not be subject to the grievance process. Individual merit eligibility shall be based on performance ratings in 2001-02 for increased to be paid effective July 1, 2002. The salary plan established by this agreement (base increase and merit pay) shall remain in effect only for the term of this agreement unless extended by the expressed agreement of the parties.

C. **Tenure Performance Incentive**

Whenever the District is filling a vacancy within the unit, the Superintendent may offer the appointee a tenure incentive. The tenure incentive, when offered, shall be an amount of money, fixed at the time of appointment, which shall not exceed 10% of the appointees initial annual salary. Whether or not a tenure incentive is offered and the amount, shall be determined by the Superintendent at her sole discretion. The Superintendent shall take into consideration such factors as the appointee's total experience in education, the appointee's total experience in administration, where the initial salary is within the hiring range, where

the tenure incentive will place the salary of the position relative to other administrators and teachers. The Superintendent shall consult with the President of the Association before making the final offer of a tenure incentive. The appointee must achieve tenure, or permanent appointment under the Civil Service Law, to receive payment of the tenure incentive. The tenure incentive shall be paid in the form of a raise added to the appointee's base salary upon the effective date of tenure or permanent appointment. The tenure incentive raise shall be in addition to negotiated raises the appointee would otherwise be entitled to receive.

D. **Gain Sharing/Cost Savings**

The parties mutually acknowledge that there are occasional opportunities for the District to realize gains or cost savings through the extraordinary efforts of unit members of the Administrative Association. When those opportunities present themselves, the parties agree to meet and discuss how administrative employees shall be assigned special responsibilities and how, as a result of their efforts, they may share in gains or savings through salary increases, bonuses, or benefits. The parties shall identify and commit to the accomplishment of specific Gain Sharing/Cost Savings opportunities with specific goals to be achieved during the term of this agreement.

E. **Payroll**

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

F. **Payroll Deductions**

Payroll deductions may be made for the following purposes:

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

ARTICLE IV - CONDITIONS OF EMPLOYMENT

A. **Probationary Periods**

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

B. **Evaluation**

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

C. **Meetings - Board of Education**

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

D. **Resignation**

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

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

ARTICLE V - GRIEVANCE PROCEDURE

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

Preliminary Stage

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

Basic Principles

A. If the aggrieved person fails to act within twenty (20) work days after he/she knew or should have known of the act or conditions on which the grievance is based, the person waives the right to grieve.

B. If an aggrieved party fails to appeal an unsatisfactory disposition of the alleged grievance to the next step of the procedure within the specified time limit, the grievance will be deemed to be discontinued and further appeal shall be barred.

C. Failure at any step of the grievance procedure to communicate a decision to the aggrieved party within the time limit specified shall permit the lodging of an appeal to the next step of the procedure within the time which would have been allotted had the decision been communicated on the final day.

D. The time limits provided herein may be extended by mutual agreement in writing between the aggrieved party and the Superintendent.

Stage I

A. This step is for those who do not have the Superintendent as their immediate supervisor. The aggrieved person(s) shall present, in writing, the alleged grievance to the immediate supervisor, who shall discuss the claim with the aggrieved and make any investigations that appear necessary. An alleged grievance must be presented within twenty (20) work days of the date of the action. The immediate supervisor shall render a determination in writing to the aggrieved within five (5) work days after the claim has been presented. All persons who have filed a grievance under those procedures shall be entitled to be present with a representative of their own choice, at any stage of the grievance.

B. If the grievance is not satisfactorily resolved at Step A and if the aggrieved party wishes to proceed further under this grievance procedure or the Superintendent is the aggrieved party's immediate supervisor, the aggrieved party, within five (5) work days, shall present the written grievance and the immediate supervisor's answer, if any, to the Superintendent.

Within five (5) workdays after the written grievance and written answer, if any, is presented to the Superintendent an informal conference shall be held with the aggrieved party.

Within fifteen (15) workdays after the close of the conference, the Superintendent shall present written decision to the aggrieved party.

If the grievance is not satisfactorily resolved at this Stage, the case may proceed to Stage II.

Stage II

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

Stage III

If the grievance is not satisfactorily resolved at Stage II, and if the aggrieved party wishes to proceed further under the grievance procedure, said aggrieved party shall present the written grievance and the written answers, if any, from Stage I and Stage II to both the Association President and the Superintendent within five (5) work days after the decision at Stage II. If the Association Committee determines that the alleged grievance is meritorious, the grievance may be submitted to this Mediation Stage by written notice to the Superintendent within ten (10) work days after presentation of the grievance as indicated in the preceding paragraph. Within five (5) work days after presentation the President of the Association and the Superintendent shall meet to each appoint one representative to a three-member review panel. The two (2) members thus appointed shall meet within ten (10) work days after such meeting between the President and the Superintendent to agree upon a third member of the panel. Within ten (10) workdays after acceptance to serve by the third member, the panel shall determine who will be asked to give testimony and/or submit documents at the hearing. Such hearing shall be conducted on an informal basis and the panel shall not be bound by the rules of evidence. Within fifteen (15) workdays after the close of the hearing, the panel, acting by a majority of the members thereof, shall submit its written decision to the Superintendent, the President of the Association, and the aggrieved party. The decision of the panel shall be advisory only, and shall not be binding upon the Association, the Superintendent, the aggrieved party, nor anyone else.

AGREEMENT

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

_____	1/25/06
Dan McCarthy, President HF-L Administrative Association	Date
_____	1/25/06
Diane E. Reed, Superintendent of Schools	Date

Memorandum of Understanding

The Honeoye Falls-Lima Administrative Association
and
Superintendent of Schools

Honeoye Falls-Lima Central School District

WHEREAS, Kathleen Walling is eligible to receive upon her retirement the health insurance coverage the District offers with the District paying the full premium; and

WHEREAS, Kathleen Walling is not yet eligible to retire without a reduction in pension benefits under the New York State Teachers Retirement System; and

WHEREAS, Kathleen Walling desire to retire from District Service effective July 7, 2007 without any loss of the retirement health insurance benefit to which she would be entitled according to Article II, section A of the contract between the Association and the District; and

WHEREAS, the District is willing to allow Kathleen Walling to retain such retirement benefit notwithstanding her intention to retire from District service before she is eligible to retire without a reduction in pension benefits under the New York State Teachers Retirement System:

THE PARTIES H EREBY AGREE:

1. Kathleen Walling shall retire from District service effective July 7, 2007.
2. Kathleen Walling shall retain her right to the retirement health insurance benefit provided by Article II, section A of the parties' contract according to her actual years of District service, undiminished by any period of time between the effective date of her retirement fro District service immediately preceding her retirement for pension purposes under the New York State Teachers Retirement System.
3. This understanding shall created no binding past practice with respect to the interpretation of the parties' agreement or the future treatment of any other unit member.

Dated: 6/7/07 _____
Michelle Kavanaugh, Superintendent of Schools

Dated: 6/9/07 _____
Daniel McCarthy, President
HFL Administrative Association

Dated: 6/9/07 _____
Kathleen Walling