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**Contract Database Metadata Elements**

Title: **Honeoye Falls-Lima Central School District and Honeoye Falls-Lima Education Association (2007) (MOA)**

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

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

Local:

Effective Date: **07/01/2007**

Expiration Date: **06/30/2009**

PERB ID Number: **5290**

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1  
2  
3 **AGREEMENT**  
4 **BETWEEN THE**  
5 **HONEOYE FALLS-LIMA EDUCATION ASSOCIATION and the**  
6 **SUPERINTENDENT OF SCHOOLS**  
7 **HONEOYE FALLS-LIMA CENTRAL SCHOOL DISTRICT**  
8 **For the period from**  
9 **July 1, 2007 through June 30, 2009**

221 Employees

10 **ARTICLE I – RECOGNITION**

- 11 A. The Board of Education of the Honeoye Falls-Lima Central School District recognizes the Honeoye  
12 Falls-Lima Education Association as the exclusive bargaining agent concerning terms and conditions  
13 of employment for all professional, certificated personnel in the bargaining unit.  
14 B. This exclusive recognition shall remain in full force and effect for the longest period permitted by the  
15 Public Employees Fair Employment Act.  
16 C. The bargaining unit is defined as all regularly employed members of the faculty excluding the  
17 Superintendent of Schools, Assistant Superintendent for Educational Services, Business Manager,  
18 Principals, other full-time administrators, teacher aides and para-professionals.  
19

20 **ARTICLE II - NEGOTIATION PROCEDURES**

- 21 A. The conditions and provisions of the contract remain in effect from 7/1/07 through 6/30/09. The  
22 terms and conditions of employment shall remain unchanged until altered by mutual Agreement by  
23 the parties. Upon the written request of either party to open negotiations for a successor contract, a  
24 mutually acceptable meeting date shall be set not more than thirty days (30) following such request.  
25 B. Copies of the final Agreement shall be distributed to all teachers on the first day of school in  
26 September or four weeks after its execution, whichever date is later. Teachers who commence  
27 active employment subsequent to the times described in the preceding sentence shall be provided  
28 with a copy of the contract. The District will provide the Association with 25 additional copies of the  
29 Agreement.  
30

31 **ARTICLE III - GRIEVANCE PROCEDURE**

- 32 A. A grievance is a claim by a teacher(s) that there has been a violation, misinterpretation, or  
33 inequitable application of any provision of this Agreement, or of Board policy affecting terms and  
34 conditions of employment.  
35 B. If a grievance affects a group of teachers and appears to be associated with system-wide policies, it  
36 may be submitted directly to the Superintendent of Schools from the President of the Association,  
37 and with the signature of the Chairperson of the Association Grievance Committee.  
38 C. The aggrieved teacher will first take the matter up informally and in writing with his or her immediate  
39 supervisor within twenty (20) school days of the event or occurrence giving rise to the claimed  
40 grievance. The aggrieved teacher may be accompanied by a representative of his or her choice.  
41 Within five (5) school days after written grievance is presented to the supervisor, he or she shall  
42 without any further consultation with the aggrieved party or any party in interest, render a decision  
43 thereon, in writing, and present it to the teacher.  
44 D. After the Supervisor's written response and if the Association Grievance Committee finds the  
45 grievance to be meritorious, it must be presented in writing to the Superintendent of Schools from  
46 the President of the Association, and with the signature of the Chairperson of the Association  
47 Grievance Committee, within the next fifteen (15) school day period. Information as to the nature of  
48 the grievance and its resolution shall be available to the Association.  
49 E. If the grievance is not resolved within five (5) school days, it shall be submitted by the Grievance  
50 Committee and the grievant to the President of the Board at the District Office, within the next ten  
51 (10) school day period. The Board of Education shall hold a hearing on the grievance within the next  
52 30-day period. Within ten (10) school days after the conclusion of the hearing, the Board of  
53 Education shall render a decision, in writing, on the grievance.  
54 F. If, after the Board of Education hearing, the teacher and/or Association are not satisfied with the  
55 decision rendered by the Board, the grievance may be submitted to arbitration by written notice to the  
56 Board of Education within fifteen (15) school days after receiving the Board of Education's decision.  
57 G. Demand for arbitration shall be made to the American Arbitration Association in accordance with its  
58 rules and procedures. The decision of the arbitrator shall be final and binding upon all parties.  
59 H. Each party shall be responsible for costs of its own representation and presentation and the parties  
60 shall share equally arbitrator's fees and cost of the meeting room, if any.  
61 I. No interference, coercion, restraint, 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

- 1 interest, any representative, any member of the grievance committee or any other participant in the
- 2 grievance procedure, or any other person by reason of such grievance or participation therein.
- 3 J. Since it is important to good relationships that grievances be processed as rapidly as possible, every
- 4 effort will be made by all parties to expedite the process. The time limits specified for either party
- 5 may be extended only by mutual Agreement in writing upon notice to all parties of interest. If a
- 6 decision at one stage is not appealed to the next stage of the procedure within the time limits
- 7 specified, the grievance will be deemed to be discontinued and further appeal under this Agreement
- 8 shall be barred.
- 9 K. In the event a grievance is filed on or after June 1, upon request by or on behalf of the aggrieved
- 10 party, the time limits set forth herein will be reduced so that the grievance procedure may be
- 11 exhausted prior to the end of the school term or as soon thereafter as is possible.

**ARTICLE IV - JUST CAUSE**

No teacher serving on tenure will be disciplined except for just cause pursuant to the procedures of section 3020-1 of the Education Law.

**ARTICLE V - REMUNERATION SECTION**

Section 1. Salary Plans

- 19 A. In each year of this agreement, returning unit members shall be paid base salary increases as
- 20 set forth below:

2007-2008 School Year:

- 22 On Step (Under 30-year benchmark): 4.0%
- 23 Off Step (At or above 30-year benchmark) the lesser of 4.0% or \$3,200

2008-2009 School Year:

- 26 On Step (Under 30-year benchmark): 4.0%
- 27 Off Step (At or above 30-year benchmark) the lesser of 4.0% or \$3,200

28 After the application of the across-the-board increases, any full-time teacher with permanent  
29 certification in a benchmark year with less than the benchmark salary will be raised to the  
30 benchmark. Benchmark eligibility will be determined by years of credited service in the District.  
31 Benchmarks are listed in Appendix A.

- 32 B. Unit members shall be reimbursed for approved tuition expenses within 30 days of filing a properly
- 33 completed claim. The claim per credit hour shall not exceed:

- 34 2007-2008 School Year: \$470.
- 35 2008-2009 School Year: \$489.

36 Unit members with both permanent certification and tenure will not be reimbursed for more than 12  
37 hours per year. Unit members without both permanent certification and tenure will be reimbursed for  
38 one-half of their approved tuition expenses up to:

- 39 2007-2008 School Year: \$235.
- 40 2008-2009 School Year: \$244.

41 Upon appointment to tenure, unit members who have received only one half the approved  
42 reimbursement will be reimbursed for the remainder up to maximum agreed upon for each teacher  
43 work year.

- 44 C. The teacher work year for the 2007-2008 school year will not exceed 188 days. The teach work year
- 45 for the 2008-2009 school year will not exceed 189 days. The Thursday before Labor Day and
- 46 November 11 will be available to be scheduled as non-student teacher workdays, excluding
- 47 Saturdays and Sundays. The Thursday before Labor Day and November 11, if utilized, shall be
- 48 included in the number of work days set forth above. In the event the teacher work year is extended
- 49 beyond the above agreed work days, the District and Association will reopen negotiations to
- 50 determine the payment schedule of additional days, and if agreement is not reached in a reasonable
- 51 amount of time, the matter will be submitted to arbitration. Demand for arbitration shall be made to
- 52 the American Arbitration Association in accordance with its rules and procedures. The decision of
- 53 the arbitrator shall be final and binding upon all parties. Each party shall be responsible for costs of
- 54 its own representation and presentation and the parties shall share equally arbitrator's fees and cost
- 55 of the meeting room, if any.

Section 2. Remuneration for Extra Duty

- 57 A. Extra Duties. See Appendix B. 2007-08 no increase; 2008-09 increase 4.0%
- 58 B. Coaching salaries. See Appendix C.
- 59 2007-08 no increase
- 60 2008-09 increase 4.0%

C. Supervision of Extracurricular Activities/Payment per Event:

2007-08	\$78.00 home	\$102.00 away
2008-09	\$81.00 home	\$106.00 away

Section 3. Remuneration for Extra Work

A. Curriculum writing, as initiated and agreed upon by unit members and administrators, shall be paid as follows:

2007-2008:	\$1,031 per week
2008-2009:	\$1,072 per week

B. Summer school teaching, based on a 6.5 hours day, will be paid at the rate of 1/200th of a unit member's annual salary per day.

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

D. Approved in-service training will be paid:

2007-2008:	\$22 per hour
2008-2009:	\$24 per hour

E. The District Operated Summer School Tutorial Program

1. Summer program tutors will work with special education students who qualify for extended school year or twelve months programs.
2. 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.
3. The Summer program tutorial session will occur during July and August.
4. Summer program tutors will deliver instruction designed by the students' school year special education teachers.
5. The rate of pay for summer program tutors shall be \$28.00 per hour of assigned tutoring sessions.

2007-2008:	\$31 per hour of assigned tutoring sessions
2008-2009:	\$32.25 per hour of assigned tutoring sessions

F. Teaching/Learning Council Teacher Co-Chairs

1. The rate of pay for the Teaching Learning Council Teacher Co-Chairs will be \$1,000 per year.

G. CARE Members

1. The rate of pay for CARE members will be \$2,500 per year; except secondary science, which will be \$3,000 per year. Teachers in this program will be allowed up to three (3) days of release time with the approval of the Assistant Superintendent for Curriculum and Instruction. The District will retain discretion to appoint a non-unit member to the CARE position in Physical Education.

Section 4. Salary Checks

All regular teachers will be paid in twenty-one (21), twenty-three (23) or twenty-five (25) installments from September through June at their option. Such option shall be made by each teacher, in writing, prior to the commencement of the school year, and shall be irrevocable for that school year. Checks will be distributed every other Friday beginning with the second Friday that school is in session in September. Staff members selecting the 23 or 25 payment plans will receive the equivalent of three (3) or five (5) installments respectively on the last scheduled pay day in June. Deductions from full pay shall be made:

- A. As authorized by state and federal law.
- B. As requested by the authorized representatives of the teaching staff and approved by the Board of Education.
- C. According to the schedule of payday set forth when the school calendar is approved by the Board of Education each year.
- D. The employment year for purposes of salary computation is defined as consisting of two hundred (200) days as designated by any 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.

Section 6. Accumulated Personal Illness Days

The District will pay \$35/day for personal illness days accumulated at the time of retirement up to 188 days. For retirements occurring July 1, 2008 and later, the District will pay \$35/day for personal illness days accumulated at the time of retirement up to 189 days. The District will establish a nondiscretionary employer contribution section 403-b plan into which the payment will be deposited.

Section 7. Driver Education

Notwithstanding any provision of this agreement, the District may offer a program of driver education to be taught by a certified teacher in compliance with the Commissioner's Regulations, outside the regular

1 school day. The hours and units of instruction will be determined by the District in consultation with the  
2 teacher appointed to the position. The teacher will be compensated on a per student basis at \$194.00 per  
3 student in the 2007-2008 school year. Teacher compensation for the 2008-2009 school year will be based  
4 on \$212.00 per student.

5  
6 **ARTICLE VI - DEDUCTIONS**

7 The Board of Education of Honeoye Falls-Lima Central School agrees to deduct from the salaries of its  
8 employees, dues for the Honeoye Falls-Lima Education Association and its affiliates and contributions to  
9 VOTE/COPE as said teachers individually and voluntarily authorize the Board to deduct and to transmit the  
10 moneys promptly to such Association or associations. Teacher authorizations shall be in writing in the  
11 following form:

12 Designation and Payroll Deduction Authorization  
13 (Print) Last Name First Initial Address Building  
14 TO: BOARD OF EDUCATION of Honeoye Falls-Lima Central School  
15 Pursuant to Chapter 392, Laws of 1967, I hereby designate the Honeoye Falls-Lima Education  
16 Association as my representative for the purpose of collective negotiations, and I hereby request and  
17 authorize you, according to arrangements agreed upon with such Association, to deduct from my salary  
18 and transmit to the Association the dues as certified by the Association and an amount for VOTE/COPE  
19 as specified below. I hereby waive all right and claim for said moneys so deducted and transmitted in  
20 accordance with this authorization and relieve the Board of Education and all its officers from any liability  
21 therefor. This authorization will supersede any such authorization heretofore executed by me for this  
22 purpose. This authority shall be continuous while employed in this school system or until withdrawn by  
23 written notice.  
24 Authorized Deduction for VOTE/COPE: \$ \_\_\_\_\_  
25

26 \_\_\_\_\_  
Employee's Signature Date

27 The Honeoye Falls-Lima Education Association shall advise the Board as to the current rate of  
28 membership dues of the Association and shall notify the Board of any changes in the rates of membership  
29 dues by October 1. Dues will be deducted at the rate of ten percent (10%) per payroll period in ten (10)  
30 equal, consecutive installments beginning with the first payroll in October. Any teacher leaving the District  
31 during the school year and who is a part of this dues deduction plan shall have the remaining portion of any  
32 such membership dues not paid deducted from that teacher's last payroll check.  
33 NYSUT Benefit Trust deductions will be allowed in the automatic payroll deduction.  
34

35 **ARTICLE VII - CONDITIONS OF EMPLOYMENT**

36 Section 1. Teacher Load

- 37 A. Every effort shall be made to adhere to the class sizes and teacher loads specified as recommended  
38 by the New York State Department of Education:
- |                               |                         |
|-------------------------------|-------------------------|
| 39 Kindergarten (per section) | 25 - 30 pupils          |
| 40 1 - 5                      | 25 - 30 pupils          |
| 41 6 - 8                      | 125 - 150 pupils        |
| 42 9 - 12                     | 125 - 150 pupils        |
| 43 High School Counseling     | Maximum of 400 students |
| 44 Middle School Counseling   | Maximum of 425 students |
- 45 A concentrated effort will be made to reduce class size in the areas deemed most critical by the  
46 Superintendent of Schools and the Board of Education. Study halls will have a maximum of 30  
47 students.
- 48 B. Secondary teachers shall not have more than five (5) teaching assignments and one (1) study hall or  
49 30 minutes of lunch room monitoring or bus duty in lieu of a study hall assignment during the year.  
50 (An assigned lab period is to be considered as a class period.) Middle and High School teachers  
51 who have five (5) teaching assignments shall nevertheless be deemed to be full-time teachers.  
52 Lunchroom monitoring or bus duty will be assigned by the Building Principal as needed on a rotating  
53 basis except in cases of unusual scheduling difficulties. Unit members may volunteer for alternative  
54 non-teaching administrative assignments. By agreement between the Principal and the teacher,  
55 subject to final approval of the Superintendent, a secondary teacher (tenured only) may teach a sixth  
56 assignment. Such additional assignment may be a fourth preparation. Any teacher with a sixth  
57 assignment will be relieved of their one period of administrative duty. The additional compensation  
58 for a sixth teaching assignment will be \$7,500.
- 59 C. Every effort shall be made to limit secondary teacher preparations to three (3) different preparations  
60 consistent with the nature of the subject area, the size of the department and the special offerings of  
61 the department.

- 1 D. When there is a teacher-pupil ratio in excess of those specified in Part A of this section, every effort  
2 shall be made to provide the teacher with assistance.
- 3 E. Secondary full-time teachers who are assigned a case load rather than a specific class (i.e., social  
4 workers, school counselors, resource room teachers, remedial teachers, instrumental music  
5 teachers to the extent they have case load assignments) shall be permitted to devise a schedule that  
6 they determine best meets the needs of their students. Science labs may be assigned in lieu of  
7 study halls, at the discretion of the teacher, as they determine best meets the needs of their  
8 students.
- 9 F. A full-time teacher who accepts an assignment in more than one area of certification held by the  
10 teacher will receive an annual stipend of \$3,750 beginning in the 2008-2009 school year.

### 11 Section 2. Vacancies, Transfers and Assignments

12 All District employment vacancies for which the parties of this Agreement could qualify shall be posted  
13 and preferences shall be given to the parties of this Agreement in filling those vacancies providing  
14 qualifications are equal or better. Applications must be submitted within ten (10) days of posting. No  
15 appointments shall be made prior to a consideration of local applicants.

16 Teachers who desire a change in grade and/or subject assignment shall file a written statement of  
17 such desire with the Superintendent. In all cases, incumbent staff shall be given first consideration as  
18 openings occur if their qualifications are equal or better than other candidates.

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

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

26 A vacancy shall be defined as a unit position opening caused by a retirement, resignation, newly  
27 created position, termination or by death in service. A copy of all postings shall be provided to the  
28 President of the Association.

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

34 Traveling teachers may travel only once during each work day unless there is an agreement between  
35 the teacher and administration arising out a situation which cannot be reconciled by scheduling or other  
36 reasonable strategies. Traveling teachers shall be provided with an adequate travel period for the sole  
37 purpose of traveling between building assignments. If the time allowed is not sufficient to allow a teacher  
38 to leave one building and arrive prior to the start of the next teaching assignment in another building, a  
39 meeting will be held with the two building principals, the teacher, and a representative of the teacher  
40 association to resolve this issue. A home school shall be designated for each unit member who teaches in  
41 more than one building. The home school shall be that building in which the unit member spends the  
42 greatest portion of classroom teaching time. If the teaching time spent between buildings is equal, the  
43 home school shall be determined by the Superintendent of Schools after consultation with the principals of  
44 each school. The unit member shall be responsible for faculty meetings and other similar duties at the  
45 home school. The administration and/or supervisors at the home school shall be responsible for the  
46 evaluation of the traveling teacher's performance. The traveling teacher shall be provided reasonable  
47 remuneration for required intra-district travel. Teachers with assignments in more than one building will not  
48 be assigned any supervisory duties.

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

### 53 Section 3. Duty Free Time

54 All teachers will receive a thirty minute lunch period.

55 For all K-12 teachers there will not be more than one-half day of mandatory staff development or  
56 mandatory meetings scheduled during the teacher workday or days preceding the first day of student  
57 instruction at the beginning of the school year.

58 All elementary teachers shall have approximately two hundred twenty-five (225) minutes per week, or  
59 not less than twenty minutes per day, for student-free professional planning. Elementary teachers will be  
60 relieved of student contact and mandatory staff development or administrative meetings for the equivalent  
61 of two full days or four half-days at the end of the school year.

1 Middle school and high school teachers shall have at least one preparation period per day.

2 Section 4. Evaluation

3 A. All teachers shall be observed at least once a year by an administrator. If the teacher or  
4 administrator feel additional observations and assistance are needed, they shall be arranged. All  
5 classroom observations shall be conducted with the teacher's knowledge, and where a conference  
6 concerning the classroom observation is deemed desirable to either party, a written observation  
7 report will be given to the teacher. Observation reports will deal explicitly with the teacher's teaching  
8 performance and will delineate areas in which improvement is needed.

9 The work performance of all teachers shall be reviewed, and evaluated at least annually by the  
10 building principal. The teacher shall review each evaluation report and shall attest to that review by  
11 affixing his or her signature to the file copy. No such report shall be placed in the teacher's file  
12 without an opportunity to sign. A teacher's signature does not necessarily indicate agreement with  
13 said report. The teacher shall also have the right to submit to the Superintendent of Schools a written  
14 review or commentary as to the evaluation within 30 days of their review of the evaluation with their  
15 administrator, which shall be attached to the copy and filed. (See Appendix D for evaluation forms  
16 and teaching standards of excellence.)

17 B. When agreed upon by the unit member and his/her administrator, a tenured teacher may be placed  
18 on a three-year cycle for both observation and evaluation. The evaluation procedure provided by  
19 Section A above shall apply to tenured unit members in the triennial cycle only during the triennial  
20 year. In the two other years of the triennial cycle the unit member shall complete an acceptable  
21 alternative observation/evaluation activity which shall include, but not necessarily be limited to: a peer  
22 observation by another tenured unit member; a self-evaluation shared and discussed with another  
23 tenured unit member or small group of unit members; individual or small-group professional growth  
24 planning; participation in a workshop, course, or seminar which includes a self-evaluation or  
25 professional growth planning component. Completion of the alternative evaluation activity shall be  
26 documented by the unit member annually on a form indicating the nature of the activity completed  
27 and the completion date. (See Appendix D for evaluation forms and teaching standards of  
28 excellence.)

29 Section 5. Personnel Files

30 Teachers shall have access to their own personnel files as follows:

- 31 A. Access shall occur during regular business hours, after reasonable notice.
- 32 B. The teacher may be accompanied by an Association representative during such review.
- 33 C. The teacher will be permitted to make a machine copy of file contents at the ordinary cost of copies.
- 34 D. Teachers shall not have access to confidential pre-hiring and placement materials contained in their  
35 file.

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

41 Section 6. Substitute Teachers

42 In the absence of a teacher, the administration will make every effort to employ a qualified substitute  
43 unless it is agreed upon by the teacher and administration that a substitute is not needed.

44 Section 7. Separation - For Probationary Personnel

45 The procedure for the termination of the employment of any professional staff member during the  
46 probationary period shall be as provided in sections 3019-a and 3031 of the Education Law of the State of  
47 New York. If the subject matter of these sections shall be amended or transferred during the term of this  
48 Agreement, the successor statutes, as amended or transferred, shall supersede the statutes existing at the  
49 time of this Agreement. (The statutes effective at the time of this Agreement are included hereafter in  
50 Appendix E for reference.)

51 Section 8. Utilization of Non-Professional Personnel

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

55 Section 9. Job Security Clause

56 In the event that a reduction in staff becomes necessary, in the judgment of the Board of Education,  
57 the District shall first lay off those teachers with the shortest period of consecutive service in the tenure  
58 area or areas affected. It is agreed that the parties shall abide by the Law of the State of New York in the  
59 establishment of layoff and recall procedures.  
60

1 Section 10. Tenure

2 The procedure for tenure recommendation shall be as provided in sections 3019-a and 3031 of the  
3 Education Law of the State of New York. If the subject matter of these sections shall be amended or  
4 transferred during the term of this Agreement, the successor statutes, as amended or transferred, shall  
5 supersede the statutes existing at the time of this Agreement. (The statutes effective at the time of this  
6 Agreement are included hereafter in Appendix E for reference.)

7 Section 11. Notice of Vacancies: Posting

8 Notice of teaching, administrative or extracurricular vacancies paid at or over \$500 per year will be  
9 posted in a prominent place in each building within five (5) days of confirmation of the vacancy.

10  
11 **ARTICLE VIII - PERSONAL PROFESSIONAL DEVELOPMENT**

- 12 A. Both parties to this agreement recognize that personal professional growth in the areas of techniques  
13 of instruction, management of instructional setting, preparation, pupil-teacher relationships and  
14 character development, knowledge of subject matter, pupil evaluation, building and district  
15 effectiveness, and community relations are related to teacher performance and in turn to student  
16 achievement.
- 17 B. Commencing with the 2007-2008 school year, every unit member not covered by a Regents  
18 mandate for continuing professional education shall complete at least 60 hours of contact time every  
19 three years of professional growth activities as defined by the Staff Development Council. The  
20 current graduate tuition reimbursement for courses approved for credit shall continue. Contact time  
21 in courses taken for credit with tuition reimbursement will count toward the 60-hour requirement, but  
22 will not be compensated at the contact hour rate. In lieu of the tuition reimbursement for credit an  
23 approved graduate course may be audited and the District will pay the contact hour rate for  
24 attendance at the approved graduate course and the audit fee. Teachers auditing graduate courses  
25 shall be required to submit satisfactory evidence of attendance.
- 26 C. Up to thirty (30) hours during the three-year cycle may be accomplished in approved extra-duty or  
27 special duty activities in the following categories: District-initiated or District-approved teacher-  
28 initiated staff development hours during the work day, or outside the work day, but not compensated  
29 by the Staff Development Council, such as CARE training, staff development time of instructional  
30 coaches, SIT summer training, First Steps training.
- 31 D. Approved on-line courses will be compensated up to fifteen (15) hours in a three-year cycle as  
32 approved the Staff Development Council.
- 33 E. The three-year cycle for all unit members will commence July 1, 2007 and individual staff  
34 development quotas will be prorated for unit members hired after July 2, 2007 based on years in the  
35 cycle.
- 36 F. Effective July 1, 2007 any full-time teacher in a regular probationary or tenured appointment will be  
37 paid a one-time stipend of \$2,500 for obtaining a National Board Certification. This stipend will be  
38 added to the teacher's salary (not included in the base) in the first full school year the teacher  
39 commences in possession of the certification.
- 40 G. Effective July 1, 2008 a limited number of Mentor Teacher Coaches will be appointed in targeted  
41 areas of professional development. These positions will be subject to an annual appointment and  
42 evaluation at a rate of compensation commensurate with Mentor Teacher: Level 1, \$1,250; Level 2,  
43 \$750 and Level 3, \$350.

44  
45 **ARTICLE IX - LEAVES OF ABSENCE**

46 Section 1. Sick Leave for Personal Illness

47 A total of fifteen (15) days of sick leave shall be granted for the first year of teaching, and twenty (20)  
48 days of sick leave for each year of teaching thereafter, cumulative to a maximum of one hundred eighty-  
49 nine (189) days.

50 The administration reserves the right to request of the teacher a certificate from a practicing physician  
51 attesting to illness covering the absence for a period of three (3) consecutive days or more, or six (6) days  
52 out of a calendar month.

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

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

59 For purposes of this section, "day" shall mean any day for which school is scheduled, including  
60 examination and teacher conference days.

61 Section 2. Death in Family



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

5 Section 3. Family Illness

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

11 Section 4. Personal Leave

12 A teacher shall be granted two (2) days personal leave per year for the following reasons:

- 13 Legal obligations
- 14 Religious obligations
- 15 Family obligations

16 The applicant shall state personal leave as the reason for the request and shall submit the request in  
17 writing five (5) days in advance whenever possible prior to the date for which the leave is being requested.  
18 This leave shall not apply to the day before and the day after a holiday or vacation. Personal leave for  
19 contractual reasons that follow contractual procedures, on the Thursday before Labor Day, will be allowed.  
20 Special requests for additional personal days can be submitted to the Superintendent by route of the  
21 building principal and will be determined on a case-by-case basis with a view to the particular  
22 circumstances involved. The granting or denial of an additional personal day or days should not be  
23 considered precedent for the granting of other request.

24 Section 5. Personal Leave Without Pay

25 A teacher may be granted a year of personal leave without pay for health, education, business, or  
26 travel. Request for health care leave must have a doctor's recommendation. Requests for education,  
27 business, or travel must be requested on or before February 1. The teacher will automatically go on the  
28 next step in the salary schedule the year following the leave. Such absence will not be counted toward  
29 seniority, completion of the probationary period or in determining salary increment, and sick leave will not  
30 accumulate. All leaves granted to this date to employed teachers or those appearing on the preferred  
31 eligible list will not be affected. All leaves granted beginning July 1, 1984, and all teachers employed on or  
32 after that date will be affected. Application for personal leave without pay must be filed with the  
33 Superintendent of Schools, for final action by the Board of Education. The request shall include the  
34 intended date of return, which shall be at the beginning of a semester, unless the Board consents to an  
35 alternative return date. Any request to change an approved return date must be submitted in writing to the  
36 Superintendent at least sixty days (not including July and August) in advance of the approved return date.

37 Section 6. Sabbatical Leave

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

43 Any member of the faculty who has completed four (4) years of service in the District, who has  
44 permanent certification, and who has not had a sabbatical leave during the past seven (7) years  
45 immediately preceding, may be granted a sabbatical leave not to exceed two semesters or to be less than  
46 one month in duration. Any eligible person must submit an outline of his or her proposed course of study  
47 and his or her travel plans not later than four months prior to the desired effective date of leave. Teachers  
48 on sabbatical leave will receive two-thirds (2/3) of their monthly salary plus full medical benefits for all  
49 months that they are on sabbatical leave during the school year. Any such leave may be extended an  
50 additional semester without pay if such extension is warranted. Application for sabbatical leave must be  
51 filed with the Superintendent of Schools, for final action by the Board of Education.

52 An employee on sabbatical leave shall receive the scheduled increment and/or adjustments in salary  
53 and credit toward retirement, which he or she would have received were he or she occupying his or her  
54 regular assignment. Normal sick leave will accrue during such a leave. (A sabbatical leave period will not  
55 be counted, however, toward the completion of the probationary period.)

56 An employee who receives a sabbatical leave shall agree, in writing, to return to service with the Board for  
57 two years.

58 Section 7. Parental Leave

59 Teachers will be granted up to two years of unpaid parental leave upon the birth or adoption of a child.  
60 A full two-year leave that would end during a semester that had already begun may be extended to the  
61 beginning of the next semester at the option of the teacher. Parental leave will commence immediately

1 upon the birth or adoption of a child or, in the case of a teacher taking pregnancy disability leave,  
 2 immediately following such disability leave. Teachers will give the district advance notice as soon as  
 3 practicable of their best estimate of the inception of such leave. Requests for parental leave shall be  
 4 submitted in writing to the Superintendent for final action by the Board of Education. The request shall  
 5 include the intended date of return, which shall be at the beginning of a semester, unless the Board  
 6 consents to an alternate return date. Any request to change an approved return date must be submitted in  
 7 writing to the Superintendent at least sixty days (not including July and August) in advance of the approved  
 8 return date.

9 Credit for increments on the salary schedule will not be allowed for semesters in which more than one-  
 10 half (1/2) of the semester is covered by parental leave without pay.

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

#### 15 Section 8. Professional Leave

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

#### 22 Section 9. Jury Duty

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

#### 25 Section 10. Military Leave

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

### 30 **ARTICLE X - SCHOOL CALENDAR**

31  
 32 The Superintendent and the President of the Association will recommend the annual school calendar  
 33 prior to submission to the Board of its adoption.

### 34 **ARTICLE XI - HEALTH INSURANCE**

#### 35 Active Employees

36 Commencing January 1, 2008 the District and employee premium contribution will be based on the  
 37 RASHP2 Blue Point 2 Value Plan with the District contributing 95% and the employee 5%. Effective July 1,  
 38 2008 the premium contribution for the District will be adjusted to 90% with the employee contributing 10%.  
 39 If the employee chooses to enroll in a more expensive plan, the District's contribution will be limited to 90%  
 40 of the RASHP2 Blue Point 2 Value Plan. If the employee chooses to enroll in a less expensive plan, the  
 41 employee's contribution will be limited to 10% of the less expensive plan.

#### 42 Retirees

43 Effective July 1, 1998, the District agrees to pay for the cost of the Blue Point Value for unit members  
 44 who retire from the District under the New York State Teachers Retirement System, according to the  
 45 schedule below.

47	15 years of District service	50% of premium cost
48	20 years of District service	75% of premium cost
49	25 years of District service	100% of premium cost

50 A unit member who has twenty (20) or more years of service as of July 1, 1998, may select the Blue  
 51 Cross Blue Shield Blue Million option at their earned percentage.

52 A unit member who has less than 20 years of service as of July 1, 1998, may select Blue Cross Blue Shield  
 53 Blue Million Medicare Supplement when she/he reaches the age of Medicare eligibility. When the spouse  
 54 of a retired unit member reaches the age of Medicare eligibility, he/she may select the Blue Cross Blue  
 55 Shield Blue Million Medicare Supplement.

56 This coverage shall extend to the spouse of a deceased retired teacher until remarriage or becoming  
 57 otherwise insured.

58 For unit members hired on or after July 1, 2004 the retirement benefit will be modified to provide the  
 59 following benefits:

- 60 • At least 15 years of District Service: 50% of single plan premium for the number of years of District  
 61 service.

- At least 20 years of District Service: 70% of single plan premium for the number of years of District service.
- At least 25 years of District Service: 90% of single plan premium for the number of years of District service.

Workers Compensation.

Compensation insurance is carried on all employees. In the event of an accident covered by Compensation Insurance, occurring while engaged in school duties, an employee will be paid the difference between allowance under compensation awarded and his or her regular salary. 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.

**ARTICLE XII - LIFE INSURANCE**

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

**ARTICLE XIII**

**MEDICAL REIMBURSEMENT FUND/FLEXIBLE SPENDING ACCOUNT**

Section 1. 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 as follows:

2007-2008	\$950
2008-2009	\$1,075

Section 2. Flexible Spending Account

The District will offer all unit members, effective January 1, 1993, the option of participating in a flexible benefits plan (Internal Revenue Code, section 125) with the dependent care option.

**ARTICLE XIV - NEW INSTRUCTIONAL PROGRAMS**

- A. The District will involve teachers in the development, implementation, and evaluation of new 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 discontinuance 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 XV - REPRISALS**

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

**ARTICLE XVI - NO STRIKE CLAUSE**

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

**ARTICLE XVII - 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 the funds appropriated for the benefit(s) in question in a form mutually agreed upon and consistent with law. Until such 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 XVIII - REPRODUCTION OF CONTRACT**

Copies of this Agreement shall be reproduced at the expense of the District and made available to all teachers now employed or hereafter employed by the District within a mutually agreed upon time after its execution or employment if that occurs later.

**ARTICLE XIX - NECESSARY SERVICES**

Section 1. Arrival 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

Teachers 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. Improvement of Instruction

The Association and Superintendent agree that continual attention to the improvement of instruction is linked to each staff 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, among others, through the use of audiovisual techniques.
- 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 teachers deem necessary to carry out their responsibilities.

**ARTICLE XX - 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

1 Agreement which would be submitted to the Board of Education and the Association within 30 days. Final  
2 consideration is at the discretion of the Board of Education. The Committee will be appointed annually by  
3 the Superintendent of Schools in cooperation with the President of the Education Association.

4 Section 2. Board Policy

5 A. The Board of Education policy statements relevant to teachers will be available for the teachers in  
6 each principal's office and the District Office.

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

9 Section 3. Association Use of Facilities

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

13 Section 4. Professional Freedom

14 The Board of Education and the Association recognize that the maintenance of a climate of  
15 professional freedom is fundamental to the learning process.

16 The Board and the Association further agree that it is the province of the teachers to inspire in each pupil  
17 the principles of: an inquiring mind and respect for truth, a recognition of individual freedom, social  
18 responsibility, the democratic tradition, and appreciation of individual personalities.

19 Furthermore, the Board and Association agree to take appropriate action to define these principles  
20 whenever they are threatened in the District.

21 Section 5. Association and Administration Dialogue

22 The Association President will meet on a monthly basis with the Superintendent of Schools to discuss  
23 matters of concern to unit members.

24 Section 6. Financial and Budgetary Information

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

27 Section 7. Association Meetings

28 Professional meetings of the Honeoye Falls-Lima Education Association, which require teachers'  
29 attendance, will be scheduled outside of the normal workday. The Association will file the dates of the  
30 regular Association meetings with the building principals by September 15.

31 Section 8. Association President Release Time

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

35 Section 9. Student Teacher Vouchers

36 A cooperating teacher shall be given the right of first refusal on the use of the earned student voucher.  
37 If the cooperating teacher chooses not to use the student voucher he/she may request that the  
38 Superintendent of Schools assign the voucher to a unit member selected by the cooperating teacher.  
39

40 **IT IS AGREED BY AND BETWEEN THE PARTIES THAT ANY PROVISIONS OF THIS AGREEMENT**  
41 **REQUIRING LEGISLATIVE ACTION TO PERMIT ITS IMPLEMENTATION BY AMENDMENT OF LAW**  
42 **OR BY PROVIDING THE ADDITIONAL FUNDS THEREFOR SHALL NOT BECOME EFFECTIVE UNTIL**  
43 **THE APPROPRIATE LEGISLATIVE BODY HAS GIVEN APPROVAL.**  
44

45 This Agreement and all of its provisions are subject to all applicable laws. In the event any part of this  
46 Agreement is held to violate these laws, neither party will be bound to the inviolate part, but the remainder  
47 of the Agreement will be in force for both parties.  
48  
49

50  
51 \_\_\_\_\_ 12/5/07  
52 Michelle Carnevale Date  
53 HF-L Education Association

\_\_\_\_\_ 12/5/07  
Michelle Kavanaugh Date  
Superintendent of Schools  
Honeoye Falls-Lima Central School

54  
55  
56  
57 \_\_\_\_\_  
58 Notary Public

\_\_\_\_\_ Date

## APPENDIX A

**SALARY AND OTHER COMPENSATION INCREASES**

	2007-2008	2008-2009
<u>Under 30-year Benchmark</u>	4.0%	4.0%
<u>At or Above 30-year Benchmark</u>	<u>Lower of 4.0% or \$3,200</u>	<u>Lower of 4.0% or \$3,200</u>
1	36,000	37,000
5	41,500	42,000
10	47,000	48,500
15	56,500	57,500
20	63,500	65,750
25	71,000	73,000
30	79,000	81,000

**\*NEW EMPLOYEES:**

Newly hired employees without permanent certification will be placed on the appropriate benchmark, but may be compensated up to \$2,500 less than the benchmark until they are permanently certified.

## APPENDIX B

## EXTRA DUTY PAYMENT SALARY SCHEDULE

	2007-08	2008-09
*Club and Organization Advisors	\$ 947	\$985
High School Dramatics Club or Musical Advisor (Per Production)	1,894	1,970
High School Yearbook Advisor	2,842	2,956
High School Yearbook Assistant (maximum of two assistants)	1,515	1,576
High School Math Club Chief Advisor	1,421	1,478
High School Math Club Assistant Advisor	711	739
High School Student Council Advisor	1,611	1,675
High School Newspaper	1,325	1,378
High School Concert Marching Band	1,773	1,844
High School Select Choir	2,500	2,600
High School Jazz Band Ensemble Advisor	2,500	2,600
Brass Choir	700	728
Clarinet Choir	700	728
Flute Choir	700	728
Chief Freshman Class Advisor	756	786
Chief Sophomore Class Advisor	947	985
Chief Junior Class Advisor	1,197	1,245
Chief Senior Class Advisor	1,705	1,773
Middle Select Choir	1,421	1,478
Middle Jazz Band Ensemble Advisor	1,421	1,478
Middle School Concert Marching Band	1,453	1,511
Middle School Yearbook Advisor	1,421	1,478
Middle School Dramatics Club Co-Advisors	947	985
Middle School Student Council Advisor	1,611	1,675
Middle School Literary Magazine	1,611	1,675
Musical Advisors (max. of 8 at principal's discretion)	947	985
Chaperones Per Home Event	78	81
Chaperones Per Away Event	102	106

\*As approved by the Administration

## APPENDIX C

## 2007-08 COACHING AND ATHLETIC PROGRAM SALARY RANGES

	Varsity	Junior Varsity	Freshman	Assistants	Modified/ MiddleSchool
Boys Soccer	4,122/ 5,418	2,541/ 3,786	2,231/ 3,481	2,444/ 3,834	2,108 3,354
Girls Soccer	4,122/ 5,418	2,541/ 3,786	2,231/ 3,481	2,444/ 3,834	2,108 3,354
Football	4,790/ 6,708	3,017/ 4,457		3,017/4,267 – Varsity 2,635/3,880 – Jr. Varsity	2,108/ 3,354
Boys Basketball	4,982/ 6,325	3,258/ 4,600	2,682/ 3,305		2,682/ 4,025
Girls Basketball	4,982/ 6,325	3,258/ 4,600	2,682/ 3,305		2,682/ 4,025
Wrestling	3,841/ 5,465			2,682/ 4,025	2,492/ 3,834
Ski Team - Nordic	3,017/ 4,504			2,682/ 4,025	
Ski Team - Alpine	3,017/ 4,504				
Girls Swimming	4,122/ 5,465			2,682/ 4,025	
Boys Swimming	4,122/ 5,465				
Girls Volleyball	3,258/ 4,600	2,492/ 3,641			2,108/ 3,354
Boys Track	3,065/ 4,696			2,492/3,641 – Varsity 1,726/2,682 – Jr. Varsity	2,108/ 3,354
Girls Track	3,065/ 4,696			2,492/ 3,641	2,108/ 3,354
Boys Tennis	2,444/ 4,215				
Girls Tennis	2,444/ 4,215	2,444/ 3,834			
Cross Country	2,635/ 4,267			2,444/ 3,834	2,108/ 3,356
Baseball	3,976/ 5,368	2,444/ 3,834	2,231/ 3,481		2,108/ 3,356
Boys Lacrosse	3,976/ 5,368	2,444/ 3,834		2,492/ 3,641	2,108/ 3,356
Girls Lacrosse	3,976/ 5,368	2,444/ 3,834		2,492/ 3,641	2,108/ 3,356
Girls Softball	3,976/ 5,368	2,444/ 3,834			2,108/ 3,356
Golf Team	2,444/ 4,215				
Cheerleading-Fall	2,876/ 3,834	2,444/ 3,093			
Cheerleading-Winter	2,876/ 3,834	2,444/ 3,093			

Coaches who are in approved post-sectional competitions receive an additional \$200 per week.

\*Longevity based on years in the same sport. Amounts are annual, not cumulative.

After 5 years of District service	\$250
After 10 years of District service	\$500
After 15 years of District service	\$750
After 20 years of District service	\$1,000
After 25 years of District service	\$1,250



## APPENDIX C

## 2008-09 COACHING AND ATHLETIC PROGRAM SALARY RANGES

	Varsity	Junior Varsity	Freshman	Assistants	Modified/ MiddleSchool
Boys Soccer	4,287/ 5,635	2,643/ 3,937	2,320/ 3,620	2,592/3,787	2,192/ 3,488
Girls Soccer	4,287/ 5,635	2,643/ 3,937	2,320 3,620	2,592/3,787	2,192/ 3,488
Football	4,982/ 6,976	3,138/ 4,635		3,138/4438– Varsity 2,740/4,035– Jr. Varsity	2,192/ 3,488
Boys Basketball	5,181/ 6,578	3,388/ 4,784	2,789/ 3,437		2,789/ 4,186
Girls Basketball	5,181/ 6,578	3,388/ 4,784	2,789/ 3,437		2,789/ 4,186
Wrestling	3,995/ 5,684			2,789/4,186	2,592/ 3,987
Ski Team - Nordic	3,138/ 4,684			2,789/4,186	
Ski Team - Alpine	3,138 4,684				
Girls Swimming	4,287/ 5,684			2,789/4,186	
Boys Swimming	4,287/ 5,684				
Girls Volleyball	3,388/ 4,784	2,592/ 3,787			2,192/ 3,488
Boys Track	3,188/ 4,884			2,592/3,787– Varsity 1,795/2,789-Jr. Varsity	2,192/ 3,488
Girls Track	3,188/ 4,884			2,592/3,787	2,192/ 3,488
Boys Tennis	2,542/ 4,384				
Girls Tennis	2,542/ 4,384	2,542/ 3,987			
Cross Country	2,740/ 4,438			2,542/3,987	2,192/ 3,490
Baseball	4,135/ 5,583	2,542/ 3,987	2,320/ 3,620		2,192/ 3,490
Boys Lacrosse	4,135/ 5,583	2,542/ 3,987		2,592/3,787	2,192/ 2,490
Girls Lacrosse	4,135/ 5,583	2,542/ 3,987		2,592/3,787	2,192/ 2,490
Girls Softball	4,135/ 5,583	2,542/ 3,987			2,192/ 2,490
Golf Team	2,542/ 4,384				
Cheerleading-Fall	2,991/ 3,987	2,542/ 3,217			
Cheerleading-Winter	2,991/ 3,987	2,542/ 3,217			

Coaches who are in approved post-sectional competitions receive an additional \$200 per week.

\*Longevity based on years in the same sport. Amounts are annual, not cumulative.

After 5 years of District service	\$250
After 10 years of District service	\$500
After 15 years of District service	\$750
After 20 years of District service	\$1,000
After 25 years of District service	\$1,250

**APPENDIX D****Teaching Standards of Excellence  
Observation/Evaluation**

The competencies listed in the four areas of the Teaching Standards of Excellence are typical skills which teachers are expected to demonstrate at the appropriate times and in the appropriate settings as they decide how best to meet the needs of the students they teach.

The competencies are also a guide for the administrative evaluation of teacher performance in the four areas listed in the evaluation of teacher performance. Teachers should be evaluated on particular competencies as they are appropriate to the times and settings in which they are observed and evaluated.

Appendix D includes:

- Teaching Standards of Excellence
- Classroom Observation Report form
- Annual Evaluation Form for Probationary Teacher
- Annual Evaluation Form for Tenured Teacher
- Alternative Evaluation Form for Tenured Teacher

**Honeoye Falls-Lima Central School District  
Standards of Excellence**

**Excellence in Teaching in Honeoye Falls-Lima Schools will be achieved through:**

**A. Planning and Preparation**

Honeoye Falls-Lima teachers effectively organize content and design instruction by:

Knowledge of Content/Pedagogy

Demonstrating extensive content knowledge and effective instructional techniques to convey that knowledge.

Knowledge of Student

Demonstrating knowledge of development and of intellectual, social, and emotional characteristics of age groups and incorporating this knowledge into instructional planning, planning lessons based on the diverse skills, knowledge, interests, and cultural heritage of each student.

Instructional Goals

Establishing clearly written goals based on district curriculum and standards to indicate expected student learning and reflect the needs of all students.

Knowledge of Resources

Using building, district, and community resources to enhance instruction.

Instructional Lessons

Preparing meaningful lessons that engage the students, promote academic rigor, and provide a rationale for learning; selecting learning activities and resources/materials that support instructional objectives and accommodate different learning styles; incorporating varied grouping practices; using technology to enhance instruction.

Assessment

Selecting assessment techniques that are congruent with instructional goals, both in content and process; clearly communicating criteria and standards of assessment to instruction.

**B. Delivery of Instruction**

Honeoye Falls-Lima teachers provide effective classroom instruction by:

Communication

Providing clear directions and explanations to students and modeling correct English usage, grammar, and expressive vocabulary.

Questioning

Using questioning and discussion techniques that foster student learning promoting student involvement in discussions and encouraging students to take responsibility for the success of discussions.

Student Engagement

Engaging students in learning by presenting materials at the appropriate level and pace, linking learning with students' knowledge and experience, employing a wide variety of resources and strategies, and involving students in developing learning activities.

Feedback

Providing feedback that is accurate, substantive, constructive, specific, and timely in order to enhance learning.

Flexibility and Responsiveness

Demonstrating flexibility and responsiveness by adjusting to student needs, recognizing and responding to teachable moments by making major and minor changes in lessons to take advantage of unplanned opportunities for learning.

Persistence

Continually expanding knowledge of the wide variety of instructional strategies and resources and consulting with other staff in order to find ways to help students who are having difficulties in meeting individual instructional objectives.

1 **C. Classroom Environment**

2 Honeoye Falls-Lima teachers create effective environments for learning by:

3 Teacher/Student Interactions

4 Demonstrating caring and respect for individual students and avoiding favoritism and negative or  
5 demeaning interactions with student; promoting respectful and polite interaction among students.

6 Culture for Learning

7 Conveying a genuine enthusiasm for the subject and encouraging students to value the subject,  
8 setting high expectations and high standards for the quality of student work and encouraging  
9 students to meet the standards and take pride in their efforts and work.

10 Classroom Procedures

11 Organizing student group work so that students are on task and productive; providing smooth and  
12 efficient transitions between activities; establishing effective routines and systems for handling  
13 materials and supplies for performing non-instructional duties and for using para-professionals and  
14 volunteers in the classroom.

15 Student Behavior Management

16 Developing clear standards for student conduct with student participation; monitoring students'  
17 behavior at all times and consistently responding to student misbehavior in an appropriate manner,  
18 sensitive to and respectful of the individual student.

21 **D. Professional Responsibilities**

22 Honeoye Falls-Lima teachers demonstrate their professionalism by:

23 Reflection

24 Making thoughtful and accurate assessments of the effectiveness of lessons; identifying professional  
25 and personal strengths and weaknesses; planning and participation for continuous professional  
26 improvement.

27 Record-keeping

28 Developing and implementing a system for maintaining accurate records of instructional and non-  
29 instructional information including attendance, student progress, assignment completion and results  
30 of student assessments.

31 Communication with Families

32 Maintaining communication with families about program and student progress in a manner that  
33 encourages family involvement.

34 Contributing to Building/District

35 Contributing to building and district by performing service and participating in building and district  
36 projects.

37 Professional Growth

38 Developing and pursuing individual professional growth plans and modeling life-long learning.

39 Professional Qualities

40 Displaying personal and professional qualities that contribute to the well being of students, the  
41 building, the district, and the profession.

42 Teamwork

43 Maintaining positive and sharing relationships, enhancing professional practice and working with  
44 colleagues to promote morale.

45

HONEOYE FALLS-LIMA CENTRAL SCHOOL DISTRICT  
TEACHER OBSERVATION REPORT

TEACHER \_\_\_\_\_ SCHOOL \_\_\_\_\_

GRADE AND/OR SUBJECT \_\_\_\_\_

DATE \_\_\_\_\_ OBSERVER \_\_\_\_\_

DIRECTIONS: Appraisal of teachers is intended to include observations of teacher performance in a classroom setting. The purpose of this cover sheet is to provide for consistency throughout the district in reporting information relating to the observation.

**Comments:**

We have discussed the attached report:

Date

\_\_\_\_\_  
Teacher

Date

\_\_\_\_\_  
Observer

COPIES: Superintendent  
Principal/Administrator  
Teacher

Honeoye Falls-Lima Central School District  
Annual Evaluation Form for  
Probationary Teacher

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Teacher's Name \_\_\_\_\_ School \_\_\_\_\_  
Assignment \_\_\_\_\_ Evaluator's Name \_\_\_\_\_  
Evaluation Dated \_\_\_\_\_ For School Year \_\_\_\_\_  
Anticipated Tenure Decision: School Year \_\_\_\_\_

**Evaluation**

- 1. Planning and Preparation
- 2. Delivery of Instruction
- 3. Classroom Environments
- 4. Professional Responsibilities
- 5. Overall Performance for this school year is (see attached definitions)
  - \_\_\_\_\_ acceptable
  - \_\_\_\_\_ acceptable progress toward earning tenure
  - \_\_\_\_\_ inadequate progress toward earning tenure
  - \_\_\_\_\_ not acceptable

6. Remarks and Recommendations

1 **Planning Guide** (Goals and Objectives)

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11 **Teacher's Remarks**

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21 \_\_\_\_\_  
Evaluator's Signature

21 \_\_\_\_\_  
Teacher's Signature

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23 The Teacher's signature indicates that the Teacher has had the opportunity to read the Evaluation and  
24 Planning Guide, and to discuss its contents with the Evaluator. Signature does not necessarily indicate  
25 agreement. The Evaluator or Teacher may attach additional sheets to this form. The Teacher will be  
26 provided a complete copy upon request.

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28 **Definitions**

29 1. Acceptable

30 This category describes teachers who have mature teaching skills, typical of teachers who have  
31 previously earned tenure elsewhere, or of probationary teachers in the late stages of probation who  
32 appear to be qualified to be appointed for tenure.

33 2. Acceptable Progress Toward Earning Tenure

34 This category typically describes teachers in their first or second year of probation, whose  
35 qualifications and essential skills are intact, but who still require additional experience to acquire the  
36 professional maturity typical of tenured teachers.

37 3. Inadequate Progress Toward Earning Tenure

38 This category describes teachers in the first or second year of probation, whose qualifications and  
39 essential skills still indicate the potential for earning tenure, but who have not yet demonstrated the  
40 professional growth necessary to earn tenure in the allotted time. The unit member in this category is  
41 encouraged to seek peer assistance through their Association representative.

42 4. Not Acceptable

43 This category describes a teacher whose qualifications or skills are deficient in such a way that it is  
44 not reasonable to expect that the teacher will be able to earn tenure.

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46 These definitions are intended to provide an annual assessment by the evaluator of the probationary  
47 teacher's progress toward earning tenure in the district. Under NYS Education Law, the ultimate decision  
48 to grant or deny tenure is reserved to the Board of Education.

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copies: Employee  
Principal  
Superintendent

Honeoye Falls-Lima Central School District

Annual Evaluation Form for Tenured Teacher

Teacher's Name \_\_\_\_\_ School \_\_\_\_\_

Assignment \_\_\_\_\_ Evaluator's Name \_\_\_\_\_

Evaluation Dated \_\_\_\_\_ For School Year \_\_\_\_\_

**Evaluation**

1. Planning and Preparation

2. Delivery of Instruction

3. Classroom Environments

4. Professional Responsibilities

5. Overall Performance for this school year is (see attached definitions)

\_\_\_\_\_ acceptable

\_\_\_\_\_ not acceptable

6. Remarks and Recommendations

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**Planning Guide** (Goals and Objectives)

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**Teacher's Remarks**

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Evaluator's Signature

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Teacher's Signature

The Teacher's signature indicates that the Teacher has had the opportunity to read the Evaluation and Planning Guide, and to discuss its contents with the Evaluator. Signature does not necessarily indicate agreement. The Evaluator or Teacher may attach additional sheets to this form. The Teacher will be provided a complete copy upon request.

**Definitions**

1. **Acceptable**  
This category describes teachers who have mature teaching skills with no significant performance deficiencies. Teachers receiving this rating are eligible for the alternative observation and appraisal process.
2. **Not Acceptable**  
This category describes a tenure teacher whose teaching skills or other performance factors are significantly deficient. Teachers receiving this rating are not eligible for the alternative observation and appraisal process.

copies: Employee  
Principal  
Superintendent

Honeoye Falls-Lima Central School District

Alternative Evaluation Form for Tenured Teachers

Teachers in the triennial observation and evaluation cycle are required to complete and file this form in the building office no later than the last teacher workday of each year in which an alternative observation/evaluation activity is to be completed by the teacher.

Type of activity completed (check one):

- Peer observation by another tenure unit member.
Self-evaluation, shared and discussed with another tenured unit member or small group of unit members.
Individual or small-group professional growth planning.
Participation in a workshop, course, conference or seminar, which included a self-evaluation or professional growth-planning component.
Course or service specific feedback from students and parents.
Other (please describe briefly)

Date Activity Completed

Teacher's Signature

copies: Employee
Principal
Superintendent

## APPENDIX E

3019-a. Notice of Termination of service by teachers.

A teacher, who desires to terminate his services to a school district at any time, shall file a written notice thereof with the school authorities of such school district or with the board of cooperative educational services or county vocational education and extension board at least thirty days prior to the date of such termination of services. School authorities or such boards which desire to terminate the services of a teacher during the probationary period shall give a written notice thereof to such teacher at least thirty days prior to the effective date of such termination of services.

3031. Procedure when tenure not to be granted at conclusion of probationary period or when services to be discontinued.

Notwithstanding any other provision of this chapter and except in cities having a population of one million or more:

- (a) boards of education, trustees of common school districts, and boards of cooperative educational services shall review all recommendations not to appoint a person on tenure, and, teachers employed on probation by any school district or by any board of cooperative educational services as to whom a recommendation is to be made that appointment on tenure not be granted or that their services be discontinued shall, at least thirty days prior to the board meeting at which such recommendation is to be considered, be notified of such intended recommendation and the date of the board meeting at which it is to be considered. Such teacher may, not later than twenty-one days prior to such meeting, request in writing that he be furnished with a written statement giving the reasons for such recommendation and within seven days thereafter such written statement shall be furnished. Such teacher may file a written response to such statement with the district clerk not later than seven days prior to the date of the board meeting;
- (b) Where a board of education, trustees of a common school district, or board of cooperative educational services votes to reject the recommendation of a superintendent of schools, district superintendent, or district principal to grant tenure to any teacher employed on probation, such vote shall be considered advisory and at least thirty days prior to the board meeting at which such recommendation is to be finally considered, the board shall notify said teacher of its intention to deny tenure and the date of the board meeting at which it will take final action. Such teacher may, not later than twenty-one days prior to such meeting, request in writing that he be furnished with a written statement giving the board's reasons for such intended action and within seven days thereafter such written statement should be furnished. Such teacher may file a written response to such statement with the district clerk not later than seven days prior to the date of the board meeting;
- (c) This section shall not be construed as modifying existing law with respect to the rights of probationary teachers or the powers and duties of boards of education, trustees on common school districts, or boards of cooperative educational services, with respect to the discontinuance of services of teachers or appointments on tenure of teachers.

3102. Tenure: certain school districts.

1. (a) Teachers and all other members of the teaching staff of school districts employing eight or more teachers, other than city school districts, shall be appointed by the board of education, upon the recommendation of the superintendent of schools, for a probationary period of three years; provided, however, that in the case of a teacher who has been appointed on tenure in another school district within the state, the school district where currently employed, or a board of cooperative educational services, and who was not dismissed from such district or board as a result of charges brought pursuant to subdivision one of section three thousand twenty-a of this chapter, the probationary period shall not exceed two years. The service of a person appointed to any of such positions may be discontinued at any time during such probationary period, on the recommendation of the superintendent of schools, by a majority vote of the board of education.
- (b) Principals, administrators, supervisors, and all other members of the supervising staff of school districts employing eight or more teachers, other than city school districts, shall be appointed by the board of education, upon the recommendation of the superintendent of schools for a probationary period of three years. The service of a person appointed to any such positions may be discontinued at any time during the probationary period on the recommendation of the superintendent of schools, by a majority vote of the board of education.

1 (c) Any person previously appointed to tenure or a probationary period pursuant to the provisions of  
2 former section three thousand thirteen of this chapter hereafter to be repealed, shall continue to  
3 hold such position and be governed by the provisions of this section notwithstanding any contrary  
4 provision of law.  
5

6 2. At the expiration of the probationary term of a person appointed for such term, subject to the conditions  
7 of this section, the superintendent of schools shall make a written report to the board of education  
8 recommending for appointment on tenure those persons who have been found competent, efficient  
9 and satisfactory. Such persons, and all others employed in the teaching service of the school of such  
10 union free school district, who have served the probationary period as provided in this section, shall  
11 hold their respective positions during good behavior and efficient and competent service, and shall not  
12 be removed except for any of the following causes, after a hearing as provided by section three  
13 thousand twenty-a of such law:

14 (a) insubordination, immoral character or conduct unbecoming a teacher;

15 (b) inefficiency, incompetence, physical or mental disability, or neglect of duty;

16 (c) failure to maintain certification as required by this chapter and by the regulations of the  
17 commissioner of education.  
18

19 Each person who is not to be recommended for appointment on tenure shall be so notified by the  
20 superintendent of schools in writing not later than sixty days immediately preceding the expiration of his  
21 probationary period.  
22

23 3. Notwithstanding any other provision of this section no period in any school year for which there is no  
24 required service and/or for which no compensation is provided shall in any way constitute a break or  
25 suspension of probationary period or continuity of tenure rights of any of the persons herein above  
26 described.  
27

**Memorandum of Understanding**

**Superintendent of Schools  
Honeoye Falls-Lima Central School District  
and  
The Honeoye Falls-Lima Education Association**

The Honeoye Falls-Lima Central School District and Honeoye Falls-Lima Educational Association hereby agree to the following term and conditions for the employment of unit members in a before and after-school tutorial program. The purpose of the tutorial program is the strengthening of skills of students at-risk for failure in English/language arts, and /or mathematics.

1. Students demonstrating the need for additional instructional time, outside the school day, shall be identified by the building support team.
2. Those students shall be scheduled for one or more hours of tutoring per week, outside the school day.
3. Unit members interested in being hired as tutors, outside the school day, shall apply for positions as posted.
4. Teachers will be selected for tutoring positions based on content expertise, and supervisors' recommendations.
5. Upon failure to secure the tutors needed from unit members, the District may post and hire licensed, certified teachers from outside the District.
6. Students will be grouped in tutorial groups of two to four in most cases.
7. Unit members hired as tutors will be paid at the rate of \$25 per hour. Non-unit members will be paid the District tutoring rate of \$20 per hour. Notwithstanding the appointment of non-unit employees to these positions, the positions will be deemed unit work subject to the collective bargaining agreement of the HFLEA and the School District.
8. Tutors will maintain a tutorial log, describing the tutoring activities. Tutors will periodically evaluate student progress as part of the tutorial program.
9. Should there be a tutorial group formed resembling a classroom instructional group, i.e., 15 students, the tutor will be paid a rate based on 1/200<sup>th</sup> of the tutor's salary.
10. Instruction may take place in the tutor's classroom or elsewhere in the building.

Dated: 11/12/99

\_\_\_\_\_  
Superintendent of Schools  
Honeoye Falls-Lima Central School District

\_\_\_\_\_  
Dave Young, President  
Honeoye Falls-Lima Central Educational Assoc.

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

This Memorandum of Understanding will expire at the end of the 2007-09 Teachers' Contract

Dated: 7/21/05

Superintendent of Schools
Honeoye Falls-Lima Central School District

President, Honeoye Falls-Lima Central
School District Education Association

**Memorandum of Understanding**

**The Honeoye Falls-Lima Education Association  
and  
Superintendent of Schools  
Honeoye Falls-Lima Central School District**

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WHEREAS, the District intends to establish a Teacher Mentor Program commencing in the 2000-2001 school year; and

WHEREAS, the features of the Teacher Mentor Program will be as described in the attached document entitled Mentor Program, Proposal-Draft; and

WHEREAS, such program will affect the terms and conditions of employment of newly hired unit members who will be required to participate in the program; and

WHEREAS, the District intends to appoint current unit members as mentors to newly hired unit members;

THE PARTIES HEREBY AGREE THAT:

1. It shall be a condition of employment of newly hired unit members to participate in the Mentor Program according to its terms.
2. Unit members appointed as teacher mentors according to the terms of the Mentor Program shall perform the mentor duties as described in the Mentor Program and shall be compensated as provided therein.
3. The District retains the right to modify and/or eliminate the Teacher Mentor Program subject to the right of the Association to negotiate with respect to any decision or action by the District to make a change in the program affecting the terms and conditions of employment of unit members.

Dated: April 12, 2000

\_\_\_\_\_  
Diane E. Reed, Ed.D., Superintendent of Schools

Dated: April 12, 2000

\_\_\_\_\_  
David Young, HFLEA President

**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  
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



**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

**Memorandum of Understanding**  
**The Honeoye Falls-Lima Education Association**  
**and**  
**Superintendent of Schools**  
**Honeoye Falls-Lima Central School District**

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WHEREAS, the District intends to establish a Technology Mentor Program commencing in the 2002-2003 school year; and

WHEREAS, the features of the Technology Mentor Program will be as described in the attached document entitled Technology Mentor Pilot at the High School, 2002-2003; and

WHEREAS, such program will involve the terms and conditions of employment of unit members who choose to apply for and are appointed to participate in the program;

THE PARTIES HEREBY AGREE THAT:

1. Unit members appointed as teacher mentors according to the terms of the Technology Mentor Program shall perform the mentor duties as described in the Technology Program and shall be compensated as provided therein.
2. Unit members appointed as teacher mentees according to the terms of the Technology Mentor Program shall perform the duties as described in the Program and shall be compensated as provided therein.
3. The District retains the right to modify and/or eliminate the Technology Mentor Program subject to the right of the Association to negotiate with respect to any decision or action by the District to make a change in the program affecting the terms and conditions of employment of unit members.

Dated: October 3, 2002

\_\_\_\_\_  
Diane E. Reed, Superintendent of Schools

Dated: October 3, 2002

\_\_\_\_\_  
David Young, HFLEA President

**Memorandum of Understanding**  
**The Honeoye Falls-Lima Education Association**  
**And**  
**Superintendent of Schools**  
**Honeoye Falls-Lima Central School District**

**WHEREAS**, the District intends to continue a Technology Mentor Program in the 2003-2004 school year; and

**WHEREAS**, the features of the Teacher Mentor Program will be as described in the attached document entitled Technology Mentor Program, and

**WHEREAS**, such program will affect the terms and conditions of employment of newly hired unit members who will be required to participate in the program; and

**THE PARTIES HEREBY AGREE THAT:**

1. Unit members appointed as teacher mentors according to the terms of the Technology Mentor Program shall perform the mentor duties as described in the Technology Mentor Program and shall be compensated as provided therein.
2. Unit members appointed as teacher mentees according to the terms of the Technology Mentor Program shall perform the duties as described in the Program and shall be compensated as provided therein.
3. The District retains the right to modify and/or eliminate the Teacher Mentor Program subject to the right of the Association to negotiate with respect to any decision or action by the District to make a change in the program affecting the terms and conditions of employment of unit members.

Dated: 6/3/03

\_\_\_\_\_  
Diane E. Reed, Superintendent of Schools

Dated: 5/29/03

\_\_\_\_\_  
David Young, HFLEA President

**The extension of technology mentor continues to be 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

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**Memorandum of Understanding**  
**The Honeoye Falls-Lima Education Association**  
**And**  
**Superintendent of Schools**  
**Honeoye Falls-Lima Central School District**

**WHEREAS**, the District intends to continue the position of Curriculum Articulation Resource Educator (CARE) with modified responsibilities commencing July 1, 2003, and such position will be staffed by employees within the unit represented by the Association, and the District has requested the Association's consent to modify the terms and conditions of employment of unit members appointed to the position of CARE, and the Association is willing to consent to such modifications.

**IT IS HEREBY AGREED:**

1. Schedule/Compensation
  - a. The workday shall be the regular teaching workday.
  - b. The CARE will be paid a stipend as listed on the attached schedule.
  - c. The CARE will facilitate and participate in summer curriculum work at the contractual curriculum-writing rate.
  
2. All CAREs together will serve as members of the Teaching and Learning Council, which will replace the Staff Development Council and the Curriculum Development Council. The members of the Teaching and Learning Council will designate two co-chairs from among the CARE membership. The co-chairs will be paid an annual stipend of \$500 each.

Dated: 6/3/03

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Diane E. Reed, Superintendent of Schools

Dated: 5/29/03

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David Young, HFLEA President

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Memorandum of Understanding

The Honeoye Falls-Lima Education Association
and
Superintendent of Schools
Honeoye Falls-Lima Central School District

WHEREAS, Article VIII, Personal Professional Development, of the parties' agreement requires every unit member not covered by a Regents mandate for continuing professional education to complete at least forty-five (45) hours of contact time every three years of professional growth activities as defined by the Staff Development Council; and

WHEREAS, Article VIII does not specify how the professional growth requirement is affected by a leave of absence occurring during the three-year cycle;

IT IS HEREBY UNDERSTOOD AND AGREED:

- 1. The requirement of forty-five (45) hours of professional growth activities shall be reduced by one-third (15 hours) for each year in which a unit member is employed in active service for fewer than ninety (90) days. For the purposes of this understanding, a day of active service shall include any day actually worked in whole or in part, or a day not actually worked but a day of paid leave.
2. The professional growth requirement of Article VIII also may be adjusted in terms of time for completing the minimum requirement, provided that the unit member documents good cause that prevents compliance, which shall include, but not be limited to, any of the following reasons: poor health certified by a physician; or a specific physical or mental disability certified by an appropriate health care professional; or extended active duty with the Armed Forces of the United States; or approved unpaid leave; or extreme hardship which makes it impossible for the unit member to comply with the professional growth requirements in a timely manner. A unit member who qualifies for an adjustment to complete the minimum number of professional growth hours shall receive one additional year measured from either the end of the three-year cycle in which the unfulfilled requirement accrued or the resumption of active service following the period of illness, disability, military service, unpaid leave or extreme hardship that prevented compliance, whichever is later. An extension of time to fulfill a requirement from an earlier cycle will not relieve the unit member of the obligation to fulfill the requirement in a later cycle.

Dated: 5/11/04

Diane E. Reed, Superintendent of Schools

Dated: 5/11/04

David Young, HFLEA President



**Memorandum of Understanding  
The Honeoye Falls-Lima Education Association  
and  
The Superintendent of Schools  
Honeoye Falls-Lima Central School District**

**Whereas**, the proposed calendar for 2009-10 removes the past practice of establishing scheduled parent conference days in November; and

**Whereas**, the Association and District value the importance of parent conferencing and communication; and

**Whereas**, the Association and District have a mutual interest in enhancing parent conferencing and communication; and

It is hereby understood and agreed that the parties will commit to the following for 2009-10:

The District and Association will establish a committee of volunteers representing teachers, administrators, parents and board members to examine enhancements to parent conferencing and parent communications. The committee will meet between October and December 2009.

The District will provide group technology support as part of the professional development time scheduled prior to Labor Day on options for technology tools to enhance home-school communication, such as: teacher webpages, Lotus Notes email lists, newsletter and photo (Picasa) publication, Moodle, Skype and webcams. Professional development will also include strategies for using parent communications as a means to building student self-directedness.

The District will provide individual support as part of the teachers' unscheduled time prior to Labor Day on technology options such as those listed above.

Teachers will provide opportunities for any parent requesting a conference during the day or evening to be provided with a conference time that accommodates the parents' work day schedule. Teachers scheduling daytime conferences, other than during a scheduled parent conference day, will do so during the teacher's unscheduled time with students or outside of time scheduled for professional obligations such as advisory duties or faculty and committee meetings.

Teachers will provide their principal, upon request, a log of parent conferences, including the date and time for which such conferences were scheduled.

Teachers will announce their plan for parent conferencing and ongoing parent communication to parents at Open House.

Dated: 3/18/09

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Michelle M. Kavanaugh, Ed.D., Superintendent of Schools

Dated: 3/18/09

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Michelle Bauer, HFLEA President

**Memorandum of Understanding  
The Honeoye Falls-Lima Education Association  
and  
The Superintendent of Schools  
Honeoye Falls-Lima Central School District**

7 **Whereas**, Article VII, Section III states that “For all K-12 teachers there will not be more than one-half day  
8 of mandatory staff development or mandatory meetings scheduled during the teacher workday or days  
9 preceding the first day of student instruction at the beginning of the school year”; and

10  
11 **Whereas**, Article V states that, “The Thursday before Labor Day and November 11 will be available to be  
12 scheduled as non-student teacher workdays”; and

13  
14 **Whereas**, Section 175.5(f)(1) of the Regulations of the Commissioner state that “Superintendents’  
15 conference days providing staff development activities that are related to implementation of the new higher  
16 learning standards and assessments, general staff orientation, curriculum development, in-service  
17 education and/or parent-teacher conferences...shall be considered one superintendents’ conference  
18 day...provided further that such conference days may not be scheduled for routine school administrative  
19 matters such as the grading of assignments, the preparation of pupil assignments, record-keeping or the  
20 preparation of lesson plans”; and

21  
22 **Whereas**, Section 3604(8) of the Education Law allows for four such superintendents’ conference days;  
23 and

24  
25 **Whereas**, Section 3604(8) of the Education Law specifies that a total of five hours of such staff  
26 development activities shall be considered one superintendents’ conference day; and

27  
28 **Whereas**, the 2009-10 proposed calendar for Board of Education adoption provides for two half days  
29 equivalent to one superintendents’ conference days and two full days for superintendent’s conference day  
30 purposes “during the teacher workday or days preceding the first day of student instruction at the beginning  
31 of the school year”; as follows: September 1 and 4 (half day superintendent’s conference days; and  
32 September 2 and 3 (full day superintendent’s conference days); and

33  
34 **Whereas**, the remaining superintendent’s conference days would occur during teacher workdays following  
35 the first day of student instruction as follows: March 19, 2010 (for scoring purposes, pending decision by  
36 SED regarding the schedule of Grades 3-8 state assessment); and

37  
38 It is hereby understood and agreed that Article VII, Section III be deleted and that the following schedule of  
39 superintendents’ conference days for 2009-10 be implemented:

40  
41 September 1, 2009

42 8AM – 1:30 Group Orientation and Staff Meetings

43 1:30 – 3:00 Staff Work in Assigned Buildings

44 September 2-3, 2009

45 Full Day Building-based Professional Development

46 September 4, 2009

47 Half Day, AM Building-based Professional Development

48  
49 Dated: 3/18/09 \_\_\_\_\_Michelle M. Kavanaugh, Ed.D.,  
50 Superintendent of Schools

51  
52  
53 Dated: 3/18/09 \_\_\_\_\_Michelle Bauer, HFLEA President