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#### **Contract Database Metadata Elements**

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

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

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

Local:

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**AGREEMENT  
BETWEEN THE  
HONEOYE FALLS-LIMA EDUCATION ASSOCIATION and the  
SUPERINTENDENT OF SCHOOLS  
HONEOYE FALLS-LIMA CENTRAL SCHOOL DISTRICT  
For the period from  
July 1, 2012 through June 30, 2015**

**210 Employees**

**ARTICLE I – RECOGNITION**

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

**ARTICLE II - NEGOTIATION PROCEDURES**

- A. The conditions and provisions of the contract remain in effect from 7/1/12 through 6/30/15. The terms and conditions of employment shall remain unchanged until altered by mutual Agreement by the parties. Upon the written request of either party to open negotiations for a successor contract, a mutually acceptable meeting date shall be set not more than thirty days (30) following such request..
- B. Copies of the final Agreement shall be distributed to all teachers on the first day of school in September or four weeks after its execution, whichever date is later. Teachers who commence active employment subsequent to the times described in the preceding sentence shall be provided with a copy of the contract. The District will provide the Association with 25 additional copies of the Agreement.

**ARTICLE III - GRIEVANCE PROCEDURE**

- A. A grievance is a claim by a teacher(s) that there has been a violation, misinterpretation, or inequitable application of any provision of this Agreement, or of Board policy affecting terms and conditions of employment.
- B. If a grievance affects a group of teachers and appears to be associated with system-wide policies, it may be submitted directly to the Superintendent of Schools from the President of the Association, and with the signature of the Chairperson of the Association Grievance Committee.
- C. The aggrieved teacher will first take the matter up informally and in writing with his or her immediate supervisor within twenty (20) school days of the event or occurrence giving rise to the claimed grievance. The aggrieved teacher may be accompanied by a representative of his or her choice. Within five (5) school days after written grievance is presented to the supervisor, he or she shall without any further consultation with the aggrieved party or any party in interest, render a decision thereon, in writing, and present it to the teacher.
- D. After the Supervisor's written response and if the Association Grievance Committee finds the grievance to be meritorious, it must be presented in writing to the Superintendent of Schools from the President of the Association, and with the signature of the Chairperson of the Association Grievance Committee, within the next fifteen (15) school day period. Information as to the nature of the grievance and its resolution shall be available to the Association.
- E. If the grievance is not resolved within five (5) school days, it shall be submitted by the Grievance Committee and the grievant to the President of the Board at the District Office, within the next ten (10) school day period. The Board of Education shall hold a hearing on the grievance within the next 30-day period. Within ten (10) school days after the conclusion of the hearing, the Board of Education shall render a decision, in writing, on the grievance.
- F. If, after the Board of Education hearing, the teacher and/or Association are not satisfied with the decision rendered by the Board, the grievance may be submitted to arbitration by written notice to the Board of Education within fifteen (15) school days after receiving the Board of Education's decision.
- G. Demand for arbitration shall be made to the American Arbitration Association in accordance with its rules and procedures. The decision of the arbitrator shall be final and binding upon all parties.
- H. Each party shall be responsible for costs of its own representation and presentation and the parties shall share equally arbitrator's fees and cost of the meeting room, if any.

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

**ARTICLE IV - JUST CAUSE**

No 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

- A. Returning unit members shall be paid a base salary increase of:
  - A one-time adjustment for 2011-12 using Appendix A, plus 2.0% for 2012-13.
  - Appendix A will expire after this one-time use
  - 2.0% for 2013-14
  - 2.0% for 2014-15
 A minimum base starting salary for new hires will be:
  - \$38,760.00 for 2012-13
  - \$39,148.00 for 2013-14
  - \$39,539.00 for 2014-15
- B. Unit members shall be reimbursed for approved tuition expenses within 30 days of filing a properly completed claim. The claim per credit hour shall not exceed:
  - 2012-2013 School Year: \$489.
  - 2013-2014 School Year: \$489.
  - 2014-2015 School Year: \$489.
 Unit members with both permanent certification and tenure will not be reimbursed for more than 12 hours per year. Unit members without both permanent certification and tenure will be reimbursed for one-half of their approved tuition expenses up to:
  - 2012-2013 School Year: \$244.
  - 2013-2014 School Year: \$244.
  - 2014-2015 School Year: \$244.
 Upon appointment to tenure, unit members who have received only one half the approved reimbursement will be reimbursed for the remainder up to maximum agreed upon for each teacher work year.
- C. The teacher work year will not exceed 189 days.
  - 1) The District may schedule up to three (3) non-student teacher workdays during Monday – Thursday of the week prior to the Labor Day Holiday. If more than one (1) day is scheduled during this week, unit members will not be required to work the Wednesday before Thanksgiving.
  - 2) November 11 will be available to be scheduled as a non-student teacher workday, excluding Saturdays and Sundays.
  - 3) Days before Labor Day and November 11, if utilized, shall be included in the number of work days set forth above.
  - 4) In the event the teacher work year is extended beyond the above agreed work days, the District and Association will reopen negotiations to determine the payment schedule of additional days, and if agreement is not reached in a reasonable amount of time, the matter will be submitted to arbitration. Demand for arbitration shall be made to the American Arbitration Association in accordance with its rules and procedures. The decision of the arbitrator shall be final and binding upon all parties. Each party shall be responsible for costs of its own representation and presentation and the parties shall share equally arbitrator’s fees and cost of the meeting room, if any.

Section 2. Remuneration for Extra Duty

- A. Extra Duties. Total stipends for Extracurricular Activities will be increased by \$9,000 per year for three years based on a table of tiers to be mutually agreed upon by the parties to more equitably reflect the duties and time required for each activity.

1 B. Coaching salaries. Coaching salaries will be increased based on the attached schedule. See Appendix B.

2 C. Supervision of Extracurricular Activities/Payment per Event:

3 2012-13 \$81.00 home \$106.00 away

4 2013-14 \$81.00 home \$106.00 away

5 2014-15 \$81.00 home \$106.00 away

6 Section 3. Remuneration for Extra Work

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

9 2012-2013: \$1,072 per week

10 2013-2014: \$1,072 per week

11 2014-2015: \$1,072 per week

12 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  
13 annual salary per day.

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

16 D. Approved in-service training will be paid:

17 2012-2013: \$24 per hour

18 2013-2014: \$24 per hour

19 2014-2015: \$24 per hour

20 E. The District Operated Summer School and Before/After School Tutorial Program

21 1. Summer program tutors will work with special education students who qualify for extended school year  
22 or twelve months programs.

23 2. Summer program tutors will work with groups no larger than three students each, with not more than  
24 four groups per day, for sessions of one hour per day per group, four days per week.

25 3. The Summer program tutorial session will occur during July and August.

26 4. Summer program tutors will deliver instruction designed by the students' school year special education  
27 teachers.

28 5. The rate of pay for summer program and Before/After School tutors shall be \$32.25 per hour of  
29 assigned tutoring sessions for the three-year contract period.

30 F. Teaching/Learning Council Teacher Co-Chairs

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

32 G. CARE Members

33 1. The rate of pay for CARE members will be \$2,500 per year; except secondary science, which will be  
34 \$3,000 per year. Teachers in this program will be allowed up to three (3) days of release time with the  
35 approval of the Assistant Superintendent for Curriculum and Instruction. The District will retain  
36 discretion to appoint a non-unit member to the CARE position in Physical Education.

37 Section 4. Salary Checks

38 All regular teachers will be paid in twenty-one (21), twenty-three (23), or twenty-five (25) installments from  
39 September through June at their option. Such option shall be made by each teacher, in writing, prior to the  
40 commencement of the school year (and shall be irrevocable for that school year). Checks will be distributed every  
41 other Friday beginning with the second Friday that school is in session in September. Staff members selecting the  
42 23 or 25 payment plans will receive the equivalent of three (3) or five (5) installments respectively on the last  
43 scheduled pay day in June. Deductions from full pay shall be made:

44 A. As authorized by state and federal law.

45 B. As requested by the authorized representatives of the teaching staff and approved by the Board of  
46 Education.

47 C. According to the schedule of payday set forth when the school calendar is approved by the Board of  
48 Education each year.

49 D. The employment year for purposes of salary computation is defined as consisting of two hundred (200) days  
50 as designated by any school year.

51 E. All employees will be required to enroll and have direct deposit of their paychecks.

52 Beginning with the 2013-14 school year the payroll calendar shall be as follows:

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

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

59 The change in the provision is conditional on all bargaining units agreeing to such a payroll calendar change.

1 Section 5. Military Service Credit

2 In the preparation of salary Agreements, one year's credit for military service of any one year or more in  
3 duration will be granted by the Board of Education.

4 Section 6. Accumulated Personal Illness Days

5 The District will pay \$35/day for personal illness days accumulated at the time of retirement up to 188 days. For  
6 retirements occurring July 1, 2008 and later, the District will pay \$35/day for personal illness days accumulated at  
7 the time of retirement up to 189 days. The District will establish a nondiscretionary employer contribution section  
8 403-b plan into which the payment will be deposited.

9 Section 7. Driver Education

10 Notwithstanding any provision of this agreement, the District may offer a program of driver education to be  
11 taught by a certified teacher in compliance with the Commissioner's Regulations, outside the regular school day.  
12 The hours and units of instruction will be determined by the District in consultation with the teacher appointed to the  
13 position. The teacher will be compensated on a per student basis as follows:

14	2012-13	\$232.00 per student
15	2013-14	\$232.00 per student
16	2014-15	\$232.00 per student

17 The District may abolish its Driver Education program effective July 1, 2011, without any further collective  
18 bargaining obligation, with the understanding that the District will no longer employ a unit employee as Driver  
19 Education teacher, but will subcontract with the AAA for the teaching of Driver Education by the non-unit employees  
20 of the AAA in a program to be offered through the District's Community Education program.

21 The District continues to recognize the Association as the exclusive collective bargaining representative of  
22 teachers employed by the District to teach Driver Education. Article V, Section 7. Driver Education, of the  
23 Agreement will remain in Agreement notwithstanding subcontracting under the service. If any unit member with  
24 driver education certification applies to teach driver education under the provisions of Article V, Section 7, the  
25 District will not be required to appoint a unit member to the position until at least one full fiscal year has passed  
26 following the fiscal year in which the application is made. If the District reinstates a program of Driver Education in  
27 which the District employs its own certified teacher or teachers, the Superintendent acknowledges the Association's  
28 rights concerning representation of this position.

29  
30 **ARTICLE VI - DEDUCTIONS**

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

35 Designation and Payroll Deduction Authorization

36	<u>(Print)</u>	<u>Last Name</u>	<u>First</u>	<u>Initial</u>	<u>Address</u>	<u>Building</u>
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37 TO: BOARD OF EDUCATION of Honeoye Falls-Lima Central School

38 Pursuant to Chapter 392, Laws of 1967, I hereby designate the Honeoye Falls-Lima Education Association as my  
39 representative for the purpose of collective negotiations, and I hereby request and authorize you, according to  
40 arrangements agreed upon with such Association, to deduct from my salary and transmit to the Association the  
41 dues as certified by the Association and an amount for VOTE/COPE as specified below. I hereby waive all right  
42 and claim for said moneys so deducted and transmitted in accordance with this authorization and relieve the  
43 Board of Education and all its officers from any liability therefor. This authorization will supersede any such  
44 authorization heretofore executed by me for this purpose. This authority shall be continuous while employed in  
45 this school system or until withdrawn by written notice.

46 Authorized Deduction for VOTE/COPE: \$ \_\_\_\_\_

47 \_\_\_\_\_  
48 Employee's Signature

\_\_\_\_\_ Date

49 The Honeoye Falls-Lima Education Association shall advise the Board as to the current rate of membership  
50 dues of the Association and shall notify the Board of any changes in the rates of membership dues by October 1.  
51 Dues will be deducted at the rate of ten percent (10%) per payroll period in ten (10) equal, consecutive installments  
52 beginning with the first payroll in October. Any teacher leaving the District during the school year and who is a part  
53 of this dues deduction plan shall have the remaining portion of any such membership dues not paid deducted from  
54 that teacher's last payroll check.

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

56  
57 **ARTICLE VII - CONDITIONS OF EMPLOYMENT**

58 Section 1. Teacher Load

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

1	Kindergarten (per section)	25 - 30 pupils
2	1 - 5	25 - 30 pupils
3	6 - 8	125 - 150 pupils
4	9 - 12	125 - 150 pupils
5	High School Counseling	Maximum of 400 students
6	Middle School Counseling	Maximum of 425 students

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

- 9 B. Secondary teachers shall not have more than five (5) teaching assignments and one (1) study hall or 30  
10 minutes of lunch room monitoring or bus duty in lieu of a study hall assignment during the year. (An assigned  
11 lab period is to be considered as a class period.) Middle and High School teachers who have five (5)  
12 teaching assignments shall nevertheless be deemed to be full-time teachers. Lunchroom monitoring or bus  
13 duty will be assigned by the Building Principal as needed on a rotating basis except in cases of unusual  
14 scheduling difficulties. Unit members may volunteer for alternative non-teaching administrative assignments.  
15 By agreement between the Principal and the teacher, subject to final approval of the Superintendent, a  
16 secondary teacher (tenured only) may teach a sixth assignment. Such additional assignment may be a fourth  
17 preparation. Any teacher with a sixth assignment will be relieved of their one period of administrative duty.  
18 The additional compensation for a sixth teaching assignment will be \$7,500.
- 19 C. Every effort shall be made to limit secondary teacher preparations to three (3) different preparations  
20 consistent with the nature of the subject area, the size of the department and the special offerings of the  
21 department.
- 22 D. When there is a teacher-pupil ratio in excess of those specified in Part A of this section, every effort shall be  
23 made to provide the teacher with assistance.
- 24 E. Secondary full-time teachers who are assigned a case load rather than a specific class (i.e., social workers,  
25 school counselors, resource room teachers, remedial teachers, instrumental music teachers to the extent  
26 they have case load assignments) shall be permitted to devise a schedule that they determine best meets the  
27 needs of their students. Science labs may be assigned in lieu of study halls, at the discretion of the teacher,  
28 as they determine best meets the needs of their students.

## 29 Section 2. Vacancies, Transfers and Assignments

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

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

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

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

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

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

52 Traveling teachers may travel only once during each work day unless there is an agreement between the  
53 teacher and administration arising out of a situation which cannot be reconciled by scheduling or other reasonable  
54 strategies. Traveling teachers shall be provided with an adequate travel period for the sole purpose of traveling  
55 between building assignments. If the time allowed is not sufficient to allow a teacher to leave one building and  
56 arrive prior to the start of the next teaching assignment in another building, a meeting will be held with the two  
57 building principals, the teacher, and a representative of the teacher association to resolve this issue. A home  
58 school shall be designated for each unit member who teaches in more than one building. The home school shall  
59 be that building in which the unit member spends the greatest portion of classroom teaching time. If the teaching  
60 time spent between buildings is equal, the home school shall be determined by the Superintendent of Schools after

1 consultation with the principals of each school. The unit member shall be responsible for faculty meetings and  
 2 other similar duties at the home school. The administration and/or supervisors at the home school shall be  
 3 responsible for the evaluation of the traveling teacher's performance. The traveling teacher shall be provided  
 4 reasonable remuneration for required intra-district travel. Teachers with assignments in more than one building will  
 5 not be assigned any supervisory duties.

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

### 9 Section 3. Duty Free Time

- 10 A. All teachers will receive a thirty minute lunch period.
- 11 B. If the school calendar for any given year has only one (1) day of work prior to Labor Day, all unit members will  
 12 be provided with a minimum of one-half (1/2) day of independent professional time. If the school calendar for  
 13 any given year has two (2) or more work days prior to Labor Day, then all unit members will receive a  
 14 minimum of one (1) day or the equivalent of one (1) full day of independent professional time. Unit members  
 15 are expected to be on-site for independent professional time. Off-site independent professional time must be  
 16 pre-approved by a unit member's supervising administrator.
- 17 C. All elementary teachers shall have approximately two hundred twenty-five (225) minutes per week, or not  
 18 less than 20 minutes per day, for student-free professional planning. Elementary teachers will be relieved of  
 19 student contact and mandatory staff development or administrative meetings for the equivalent of two full  
 20 days or four half-days at the end of the school year. Middle School and High School teachers shall have at  
 21 least one preparation period per day.

### 22 Section 4. Evaluation

- 23 A. Teachers/unit members not covered under Education Law 3012-c:
- 24 1. All teachers shall be observed at least once a year by an administrator. If the teacher or administrator  
 25 feel additional observations and assistance are needed, they shall be arranged. All classroom  
 26 observations shall be conducted with the teacher's knowledge, and where a conference concerning the  
 27 classroom observation is deemed desirable to either party, a written observation report will be given to  
 28 the teacher. Observation reports will deal explicitly with the teacher's teaching performance and will  
 29 delineate areas in which improvement is needed.  
 30 The work performance of all teachers shall be reviewed, and evaluated at least annually by the building  
 31 principal. The teacher shall review each evaluation report and shall attest to that review by affixing his  
 32 or her signature to the file copy. No such report shall be placed in the teacher's file without an  
 33 opportunity to sign. A teacher's signature does not necessarily indicate agreement with said report.  
 34 The teacher shall also have the right to submit to the Superintendent of Schools a written review or  
 35 commentary as to the evaluation within 30 days of their review of the evaluation with their  
 36 administrator, which shall be attached to the copy and filed. (See Appendix E for evaluation forms and  
 37 teaching standards of excellence.)
- 38 2. Unit members will participate in a teacher evaluation/observation process consistent with New York  
 39 State APPR regulations. Forms and procedures to be used in this process will be mutually determined  
 40 and annually reviewed by a collaborative committee of teachers and administrators. Teacher members  
 41 of this committee will be identified by the HFLEA President.
- 42 B. Teachers/unit members covered under Education Law 3012-c:  
 43 Agreed upon evaluation procedures for teachers/unit members covered under Education Law 3012-c are  
 44 located in Appendix E of this document.
- 45 C. Coaching Evaluation  
 46 The evaluation procedure for all coaching positions identified in the collective bargaining agreement  
 47 (Appendix D) will be as follows:
- 48 1. Only a certified administrator may perform an evaluation of a coach.
- 49 2. Any forms used in the process of evaluating coaching performance will be mutually agreed to by  
 50 the District and the Association. These forms will be located in Appendix D of the collective  
 51 bargaining agreement.
- 52 3. The evaluation must be based on coaching performance during the appointed season.
- 53 4. The substance of the evaluation must be based on the completion of the following by the  
 54 administrator that may include, but is not limited to:
- 55 a) Practice observations, game/meet observations, and a mid-season conference (if requested  
 56 by the administrator or coach).
- 57 b) Positive and distinguished work performed by a coach during the appointed season.  
 58 Concerns documented in writing during the appointed season, including parent or athlete  
 59 concerns that require a coach's resolution during the appointed season. Such concerns will  
 60 be brought to a coach's attention immediately.

- 1 c) Sources of evidence in support of the completed evaluation, and may include: goal  
2 achievement, community service opportunities, and relationships with program  
3 athletes/families.
- 4 5. The coach will complete end of season procedures, including scheduling of an end of season  
5 evaluation conference with the administrator, within ten (10) Athletic Office work days after the final  
6 official competition of the appointed season. The final written evaluation will be given to the coach  
7 within ten (10) Athletic Office work days after the end of season evaluation conference. This  
8 timeline may be modified upon mutual agreement of the coach and administrator.
- 9 6. No written evaluation will be placed in a coach's file without an opportunity to sign. A coach's  
10 signature does not necessarily indicate agreement with the evaluation. A coach will also have the  
11 right to submit to the Superintendent of Schools a written review or commentary as to the  
12 evaluation within 30 days after the coach receives the final written evaluation report. The coach's  
13 commentary will be attached to the evaluation report and included in the coach's file.
- 14 7. A Coaching Improvement Plan (CIP) may be implemented during the appointed season to address  
15 significant performance concerns that may arise during the season.
- 16 a) The CIP may only be used to address documented performance concerns.
- 17 b) The CIP conference will be for the purpose of collaboratively developing the CIP. The coach  
18 may bring a HFLEA representative to the meeting.
- 19 c) The plan developed will include:
- 20 1. growth-promoting goals that are specific, measurable, action oriented, realistic and  
21 time-bound (S.M.A.R.T.)
- 22 2. strategies for resolution of the concern
- 23 3. timelines
- 24 4. indicators of progress
- 25 5. resources and support needed
- 26 6. modeling/sharing of the desired practices by others (administrators, mentor,  
27 consultant, etc.), if applicable
- 28 d) A conference will be scheduled to develop a CIP within five (5) school days of documentation  
29 of a concern.
- 30 e) The CIP will be implemented within three (3) school days after its development.
- 31 f) If performance concerns requiring a CIP are identified with only three (3) or fewer weeks  
32 remaining in the appointed season, and implementation cannot occur following the required  
33 timelines in (a) through (e) above, then the CIP may be implemented at the start of the next  
34 appointed season. A CIP that does not focus on sport specific items may be implemented  
35 during the next appointed season regardless of sport. Sport specific CIP may only be  
36 implemented in the next appointed season of the same sport.
- 37 g) At least two (2) meetings between the coach and administrator will be held during the period  
38 of the plan to review progress. The coach may bring a HFLEA representative to these  
39 meetings.
- 40 h) At the end of the plan period, a conference will be scheduled within five (5) Athletic Office  
41 work days to discuss the plan outcome. The coach may bring a HFLEA representative to  
42 this meeting.

#### 43 Section 5. Personnel Files

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

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

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

#### 53 Section 6. Substitute Teachers

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

#### 56 Section 7. Separation - For Probationary Personnel

57 The procedure for the termination of the employment of any professional staff member during the probationary  
58 period shall be as provided in sections 3019-a and 3031 of the Education Law of the State of New York. If the  
59 subject matter of these sections shall be amended or transferred during the term of this Agreement, the successor



1 statutes, as amended or transferred, shall supersede the statutes existing at the time of this Agreement. (The  
2 statutes effective at the time of this Agreement are included hereafter in Appendix C for reference.)

3 Section 8. Utilization of Non-Professional Personnel

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

7 Section 9. Job Security Clause

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

12 Section 10. Tenure

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

18 Section 11. Notice of Vacancies: Posting

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

21 Section 12. Enrollment of Non-Resident Children

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

24  
25 **ARTICLE VIII - PERSONAL PROFESSIONAL DEVELOPMENT**

- 26 A. Both parties to the agreement recognize that personal professional growth in the areas of techniques of  
27 instruction, management of instructional setting, preparation, pupil-teacher relationships and character  
28 development, knowledge of subject matter, pupil evaluation, building and district effectiveness, and  
29 community relations are related to teacher performance and in turn to student achievement.
- 30 B. It is in the best interest of the District and its teachers that means be available to improve methods and  
31 materials used by teachers. Therefore, the District agrees to continue to promote and support these  
32 activities, within the restrictions of budgetary appropriation of expense money for reimbursement, based upon  
33 the merits of teacher requests.
- 34 C. Approved on-line courses will be compensated.
- 35 D. Effective July 1, 2007 any full-time teacher in a regular probationary or tenured appointment will be paid a  
36 one-time stipend of \$2,500 for obtaining a National Board Certification. This stipend will be added to the  
37 teacher's salary (not included in the base) in the first full school year the teacher commences in possession  
38 of the certification.
- 39 E. Effective July 1, 2008 a limited number of Mentor Teacher Coaches will be appointed in targeted areas of  
40 professional development. These positions will be subject to an annual appointment and evaluation at a rate  
41 of compensation commensurate with Mentor Teacher: Level 1, \$1,250; Level 2, \$750; and Level 3, \$350.

42  
43 **ARTICLE IX - LEAVES OF ABSENCE**

44 Section 1. Sick Leave for Personal Illness

45 A total of fifteen (15) days of sick leave shall be granted for the first year of teaching, and twenty (20) days of  
46 sick leave for each year of teaching thereafter, cumulative to a maximum of one hundred eighty-nine (189) days.  
47 For all teachers hired on or after July 1, 2009, a total of fifteen (15) days of sick leave shall be granted for each year  
48 of teaching.

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

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

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

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

60 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 purposes of  
 2 bereavement upon each death of a member of the teacher's family and close relatives, and spouse's family and  
 3 close relatives. For purposes of this section, four (4) days shall mean four (4) school days. Such leave shall not be  
 4 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 because of  
 7 serious illness in his or her immediate family covering mother, father, husband, wife and children. Such leave shall  
 8 be charged against sick leave. Every effort shall be made to secure aid to help the teacher perform his or her  
 9 regular teaching duties. One of the days granted in this section may be used for personal leave.

### 10 Section 4. Personal Leave

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

- 12 Legal obligations
- 13 Religious obligations
- 14 Family obligations

15 The applicant shall state personal leave as the reason for the request and shall submit the request in writing  
 16 five (5) days in advance whenever possible prior to the date for which the leave is being requested. This leave  
 17 shall not apply to the day before and the day after a holiday or vacation. Personal leave for contractual reasons  
 18 that follow contractual procedures, on the Thursday before Labor Day, will be allowed.

19 Special requests for additional personal days can be submitted to the Superintendent by route of the building  
 20 principal and will be determined on a case-by-case basis with a view to the particular circumstances involved. The  
 21 granting or denial of an additional personal day or days should not be considered precedent for the granting of  
 22 other request.

### 23 Section 5. Personal Leave Without Pay

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

### 35 Section 6. Sabbatical Leave

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

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

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

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

### 56 Section 7. Parental Leave

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

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

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

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

### 13 Section 8. Professional Leave

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

### 19 Section 9. Jury Duty

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

### 22 Section 10. Military Leave

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

## 27 **ARTICLE X - SCHOOL CALENDAR**

28  
 29 In March of each year, the Superintendent and the President of the Association will meet to review the annual  
 30 school calendar prior to submission to the Board of Education for its adoption. This meeting will be an opportunity  
 31 for the Association to provide input regarding the proposed school calendar.

## 32 **ARTICLE XI - HEALTH INSURANCE**

### 33 Active Employees

34  
 35 Effective July 1, 2012 the premium contribution for the RASHP 2 Blue Point 2 Value Plan for the District will be  
 36 adjusted to 87% with the employee contributing 13%. Effective July 1, 2013 the premium contribution for the  
 37 RASHP 2 Blue Point 2 Value Plan for the District will be adjusted to 85% with the employee contributing 15%. If the  
 38 employee chooses to enroll in a more expensive plan, the District's contribution will be limited to 87% of the  
 39 RASHP 2 Blue Point 2 Value Plan beginning July 1, 2012 and 85% beginning July 1, 2013. If the employee  
 40 chooses to enroll in a less expensive plan, the employee's contribution will be limited to 10% of the less expensive  
 41 plan.

### 42 Retirees

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

45 15 years of District service	50% of premium cost
46 20 years of District service	75% of premium cost
47 25 years of District service	100% of premium cost

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

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

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

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

- 58 • At least 15 years of District Service: 50% of single plan premium for the number of years of District service.
- 59 • 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:

2012-13	\$1,075
2013-14	\$500
2014-15	\$500

Effective July 1, 2015, the District contribution will be reinstated to \$1,075.00 for each unit member. This will be payable on September 1 of 2015 and each year thereafter.

##### 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

1 contract waiver will be implemented for a trial period of no less than one year, or for a shorter or  
2 longer period of time if mutually agreed. Required changes in terms and conditions of employment  
3 necessitated by items approved by this committee will operate outside of the agreement for  
4 specified periods of time. During the trial period, the change will be reviewed and evaluated by the  
5 ad hoc committee which recommended it. At the end of the trial period, the committee may  
6 recommend continuance, modification, or discontinuance of the program. If the Superintendent  
7 approves, the District and the Association will negotiate any changes in the terms and conditions of  
8 employment necessary in the contract, which are needed for the program to continue or  
9 discontinue.

10 **ARTICLE XV - REPRISALS**

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

13 **ARTICLE XVI - NO STRIKE CLAUSE**

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

15 **ARTICLE XVII - SAVING CLAUSE**

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

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

23 **ARTICLE XVIII - REPRODUCTION OF CONTRACT**

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

27 **ARTICLE XIX - NECESSARY SERVICES**

28 Section 1. Arrival Time

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

32 Section 2. Attendance

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

36 Section 3. Improvement of Instruction

37 The Association and Superintendent agree that continual attention to the improvement of instruction is linked to  
38 each staff member, and attention will be given to the following matters:

- 39 A. The development of character traits in students conducive to good citizenship as it applies to school, home  
40 and community.
- 41 B. Teaching and counseling with pupils on an independent study or individual project.
- 42 C. Participating in case conferences with pupils, parents, colleagues, and administration.
- 43 D. Continuous improvement of classroom instruction, among others, through the use of audiovisual techniques.
- 44 E. Taking every reasonable precaution to see that equipment and materials are maintained for optimum use.
- 45 F. The District shall make every effort to provide the support services the teachers deem necessary to carry out  
46 their responsibilities.

47 **ARTICLE XX - PROFESSIONAL RELATIONS**

48 Section 1. Working Relationship

49 In the event the Board of Education or administration considers a change in policy or practice which is not a  
50 part of the Board and Association Agreement, and which is within the scope of bargaining or affects terms and  
51 conditions of employment, the Board of Education or administration agrees to submit proposed changes to a  
52 committee to be formed in conjunction with the Association for their review and mutual Agreement which would be  
53 submitted to the Board of Education and the Association within 30 days. Final consideration is at the discretion of  
54

1 the Board of Education. The Committee will be appointed annually by the Superintendent of Schools in  
2 cooperation with the President of the Education Association.

3 Section 2. Board Policy

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

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

8 Section 3. Association Use of Facilities

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

12 Section 4. Professional Freedom

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

19 Section 5. Association and Administration Dialogue

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

22 Section 6. Financial and Budgetary Information

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

25 Section 7. Association Meetings

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

29 Section 8. Association President Release Time

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

32 Section 9. Student Teacher Vouchers

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

36  
37 **AGREEMENT**

38  
39 **IT IS AGREED BY AND BETWEEN THE PARTIES THAT ANY PROVISIONS OF THIS AGREEMENT**  
40 **REQUIRING LEGISLATIVE ACTION TO PERMIT ITS IMPLEMENTATION BY AMENDMENT OF LAW OR BY**  
41 **PROVIDING THE ADDITIONAL FUNDS THEREFOR SHALL NOT BECOME EFFECTIVE UNTIL THE**  
42 **APPROPRIATE LEGISLATIVE BODY HAS GIVEN APPROVAL.**

43  
44 This Agreement and all of its provisions are subject to all applicable laws. In the event any part of this Agreement  
45 is held to violate these laws, neither party will be bound to the inviolate part, but the remainder of the Agreement  
46 will be in force for both parties.

47  
48 \_\_\_\_\_  
49 Michelle M. Kavanaugh, Superintendent of Schools  
50 Honeoye Falls-Lima Central School District

11/1/12  
\_\_\_\_\_  
Date

51  
52 \_\_\_\_\_  
53 Dan Michalski, HFLEA President  
54 On Behalf of the Honeoye Falls-Lima Education Association

11/1/12  
\_\_\_\_\_  
Date

55  
56 Carol J. Vahue  
57 Notary Public

11/1/12  
\_\_\_\_\_  
Date

## APPENDIX A

For 2012-2013, all returning teachers whose salaries are below the benchmark levels shown in Table 1 will have a one-time adjustment to increase their salaries to the levels indicated in Table 1. After this increase, each returning teacher's wages will be increased 2%.

For 2013-14 and 2014-15, all returning teachers will have an annual increase of 2%.

Table 1 – One time Benchmark Adjustment

<b>Years of Credited Service in the 2011-12 School Year</b>	<b>Benchmark Salary for One-Time Wage Calculation</b>
1	\$38,000
2	\$39,637
3	\$41,274
4	\$42,911
<b>5</b>	<b>\$44,548</b>
6	\$45,926
7	\$47,304
8	\$48,682
9	\$50,060
<b>10</b>	<b>\$51,438</b>
11	\$53,142
12	\$54,846
13	\$56,550
14	\$58,254
<b>15</b>	<b>\$59,958</b>
16	\$61,733
17	\$63,507
18	\$65,282
19	\$67,056
<b>20</b>	<b>\$68,831</b>
21	\$70,506
22	\$72,181
23	\$73,855
24	\$75,530
<b>25</b>	<b>\$77,205</b>
26	\$79,115
27	\$81,025
28	\$82,935
29	\$84,845
<b>30</b>	<b>\$86,755</b>

**COACHING AND ATHLETIC PROGRAM SALARY RANGES**

Maintain current salary ranges for duration of successor agreement

<u>LEVEL</u>	<u>STEP</u>									
	1	2	3	4	5	6	7	8	9	10
1	4,900	5,100	5,300	5,500	5,700	5,900	6,100	6,300	6,500	6,700
2	4,100	4,267	4,433	4,600	4,767	4,933	5,100	5,267	5,433	5,600
3	3,200	3,367	3,533	3,700	3,867	4,033	4,200	4,367	4,533	4,700
4	2,500	2,667	2,833	3,000	3,167	3,333	3,500	3,667	3,833	4,000
5	2,300	2,467	2,633	2,800	2,967	3,133	3,300	3,467	3,633	3,800
6	2,100	2,267	2,433	2,600	2,767	2,933	3,100	3,267	3,433	3,600

OFF-STEP

2012-13	2.0%
2013-14	2.0%
2014-15	2.0%

<u>LEVEL 1</u>	<u>LEVEL 2</u>	<u>LEVEL 3</u>	<u>LEVEL 4</u>	<u>LEVEL 5</u>	<u>LEVEL 6</u>
Football	Soccer	Cheerleading	JV Soccer	JV Tennis	Mod Soccer
Wrestling	Baseball	Tennis	JV Baseball	JV Golf	Mod X-Country
Basketball	Softball	Golf	JV Softball	Fresh Baseball	Mod Volleyball
Trainer (fall/ winter)	Lacrosse	JV Basketball	JV Lacrosse	Fresh Soccer	Mod Lacrosse
	Swimming	JV Football	JV Cheerleading	Mod Football	Mod Baseball
	Track	Asst Football	JV Volleyball	Mod Wrestling	Mod Softball
	X-Country		JV Track	Mod Basketball	Mod Track
	Volleyball		Asst. Soccer	JV Asst Track	Mod Asst Track
	Alpine Skiing		Asst. Baseball		
	Nordic Skiing		Asst. Softball		
	Trainer (spring)		Asst Lacrosse		
			Asst Wrestling		
			Asst X-Country		
			Asst Track		
			Asst & JV Swimming		
			JV Asst Football		
			Fresh Basketball		



1  
2 3019-a. Notice of Termination of service by teachers.

3 A teacher, who desires to terminate his services to a school district at any time, shall file a written notice thereof  
4 with the school authorities of such school district or with the board of cooperative educational services or county  
5 vocational education and extension board at least thirty days prior to the date of such termination of services.  
6 School authorities or such boards which desire to terminate the services of a teacher during the probationary period  
7 shall give a written notice thereof to such teacher at least thirty days prior to the effective date of such termination  
8 of services.  
9

10 3031. Procedure when tenure not to be granted at conclusion of probationary period or when services to be  
11 discontinued.

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

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

36 3102. Tenure: certain school districts.

- 37 1. (a) Teachers and all other members of the teaching staff of school districts employing eight or more  
38 teachers, other than city school districts, shall be appointed by the board of education, upon the  
39 recommendation of the superintendent of schools, for a probationary period of three years; provided,  
40 however, that in the case of a teacher who has been appointed on tenure in another school district within  
41 the state, the school district where currently employed, or a board of cooperative educational services,  
42 and who was not dismissed from such district or board as a result of charges brought pursuant to  
43 subdivision one of section three thousand twenty-a of this chapter, the probationary period shall not  
44 exceed two years. The service of a person appointed to any of such positions may be discontinued at  
45 any time during such probationary period, on the recommendation of the superintendent of schools, by a  
46 majority vote of the board of education.
- 47 (b) Principals, administrators, supervisors, and all other members of the supervising staff of school districts  
48 employing eight or more teachers, other than city school districts, shall be appointed by the board of  
49 education, upon the recommendation of the superintendent of schools for a probationary period of three  
50 years. The service of a person appointed to any such positions may be discontinued at any time during  
51 the probationary period on the recommendation of the superintendent of schools, by a majority vote of  
52 the board of education.
- 53 (c) Any person previously appointed to tenure or a probationary period pursuant to the provisions of former  
54 section three thousand thirteen of this chapter hereafter to be repealed, shall continue to hold such  
55 position and be governed by the provisions of this section notwithstanding any contrary provision of law.
- 56 2. At the expiration of the probationary term of a person appointed for such term, subject to the conditions of this  
57 section, the superintendent of schools shall make a written report to the board of education recommending for  
58 appointment on tenure those persons who have been found competent, efficient and satisfactory. Such  
59 persons, and all others employed in the teaching service of the school of such union free school district, who  
60 have served the probationary period as provided in this section, shall hold their respective positions during

1 good behavior and efficient and competent service, and shall not be removed except for any of the following  
2 causes, after a hearing as provided by section three thousand twenty-a of such law:

- 3 (a) insubordination, immoral character or conduct unbecoming a teacher;
- 4 (b) inefficiency, incompetence, physical or mental disability, or neglect of duty;
- 5 (c) failure to maintain certification as required by this chapter and by the regulations of the commissioner  
6 of education.

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

- 10 3. Notwithstanding any other provision of this section no period in any school year for which there is no required  
11 service and/or for which no compensation is provided shall in any way constitute a break or suspension of  
12 probationary period or continuity of tenure rights of any of the persons herein above described.  
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Appendix D  
Varsity and JV Coach Summary Report

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Name \_\_\_\_\_ Season \_\_\_\_\_ Year \_\_\_\_\_

Sport \_\_\_\_\_ Level \_\_\_\_\_

Background Information

**Season Summary**

**Previous Years Goals and Results**

**Goals for Next Season**

Coach's Signature: \_\_\_\_\_ Date: \_\_\_\_\_

Director's Signature: \_\_\_\_\_ Date: \_\_\_\_\_

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**1. Planning / Preparation**

Benchmark	Unsatisfactory	Basic	Proficient	Distinguished
<b>1a.</b> Sets and monitors goals for athletes and programs	Does not develop goals for the program	Minimal set of goals are selected with very little input from coaching staff. Little or no relation to Athletic Department and District Mission	Goals are developed and aligned with input from coaching staff. Goals are aligned with Athletic and District Mission	Facilitates goal setting process by providing opportunities for input from coaches and athletes. Goals are shared , reviewed and monitored throughout the season
<b>1b.</b> Demonstration of respect and support of student participation in multiple sports	Prevents/discourages students from participating in other sport seasons. Subscribes to "specialization" philosophy	Allows with little or no encouragement students athletes to participate in multiple sports	Encourages student athletes to participate in multiple sport seasons	Encourages and inspires students to participate in other sport seasons. Personally involved in helping and supporting multiple sport participation
<b>1c.</b> Develops and implements detailed practice plans and schedule	Failure to use planning in the development of practices	Completes written practice plans	Plans are detailed and clearly written to demonstrate skill progression, strategy development.	Plans reflect an understanding of strategy, opponent, skill development, prerequisite knowledge, and differentiation of athletes needs

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**Evidence:**

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**2. Management:**

Benchmark	Unsatisfactory	Basic	Proficient	Distinguished
<b>2a.</b> Manages all information related to rosters, practice schedules, and game schedules	Incomplete rosters and schedules are developed. Changes are not communicated	Rosters and schedules are completed and handed in. Poor communication when changes are made	Roster and schedules are completed and handed in prior to start of season. Changes are communicated consistently to Athletic Office, athletes, and parents	Roster and schedules are completed and handed in prior to start of season. Changes are communicated consistently to Athletic Office, athletes, and parents. Use of electronic communication to share information. Maintains a website.
<b>2b.</b> Completion of all administrative responsibilities in a timely manner, (inventory, team selection, end of season info, medical form, booster rep)	Forms are incomplete or not completed at all.	Forms are completed , but lack specific information and timelines are inconsistently met	Consistently meets these responsibilities in a timely manner. Provides full information in reports.	Meets all timelines set by Athletic Department for completion of responsibilities. Provides detailed and complete information in reports that demonstrate reflection.
<b>2c.</b> Maintains consistent communication with Athletic Director regarding pertinent program information	Demonstrates little or no communication with Athletic Director.	Demonstrates basic communication with Athletic Director. Does not initiate communication, only responds when prompted	Demonstrates consistent communication with Athletic Director. Uses a variety of strategies to communicate.	Communication with A D is timely, clear, and efficient. The communication demonstrates foresight in regards to pertinent program information. A variety of strategies are used to communicate.
<b>2d.</b> Creates an environment of respect, rapport, and discipline with team/athletes	Little or no evidence of connection with students. Limited supervision of athletes	Limited rapport with team/athletes. Discipline is evident but is inconsistently applied	Clear evidence of mutual respect exists. Team rules are communicated and followed by students. Discipline is evident.	Clear evidence of mutual respect exists. Team rules are communicated and followed by students. Discipline is evident and consistent. Reflects throughout season w/athletes, makes corrections when necessary.

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**Evidence:**

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**3. Instruction:**

Benchmark	Unsatisfactory	Basic	Proficient	Distinguished
<b>3a</b> Demonstrate knowledge of sport and pedagogy	Little knowledge of sport and skills required	Demonstrates a beginning knowledge of sport and skills required. Has baseline knowledge of all facets of the sport.	Demonstrates a solid knowledge of sport. Demonstrates an understanding of developmental level of athletes. Successfully teaches important aspects of sport	Demonstrates extensive knowledge of all facets of sport. Is able to provide input and direction in each area. Demonstrates the ability to teach multiple aspects of sport to athletes
<b>3b.</b> Utilize multiple instructional strategies to facilitate athlete development and performance	Little or no evidence of various instructional strategies used.	Evidence of a few instructional strategies implemented to foster development in athletes	Employs a variety of techniques to maximize the potential of each athlete	A variety of techniques are used. Athletes demonstrate ownership in their development. Instructional strategies applied result in athletes demonstrating motivation.
<b>3c.</b> Identify and apply strategies and tactics to maximize opportunity for success in competition	Little or no evidence of use of strategies and adjustments during competition	Applies strategies that may be considered at the beginning level	Identifies and applies a variety of strategies and tactics to maximize success of team	Scouts opponents, identifies weakness and tendencies. Applies a variety of strategies to maximize success.
<b>3d.</b> Teach and reinforce responsible personal, social and ethical behavior of all involved in program	Fails to address and monitor personal behavior of all involved in program.	Teaches these behaviors with inconsistent reinforcement.	Demonstrate proactive approach in teaching and preventing hazing / bullying behavior. Demonstrate and teach respect for officials, opponent, spectators and fellow athletes.	Demonstrates, teaches and consistently models respect for officials, opponent, spectators, and fellow athletes. Provides opportunity for athletes to demonstrate these behaviors thru community service.

**Evidence:**

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**4. Professional Responsibilities:**

Benchmark	Unsatisfactory	Basic	Proficient	Distinguished
<b>4a.</b> Growing and Developing Professionally	Fails to participate in professional development opportunities. Does not seek new knowledge	Participates in professional development opportunities that are required	Pursues professional development opportunities based on self assessment of growth areas. Accepts feedback from supervisor and/or colleagues	Actively pursues professional development opportunities. Seeks feedback from supervisor and/or colleagues
<b>4b.</b> Demonstrates Professionalism	Fails to demonstrate ethics and professionalism. Is self-serving and disregards district, league, and section Regulations.	Minimal compliance with district, league, and section regulations. Service to students is inconsistent	Complies fully with all regulations. Demonstrates a high level of ethics and professionalism.	Demonstrates the highest level of ethical standards. Takes on a leadership role in Athletic Dept. Highly proactive in serving all students.
<b>4c.</b> Participation/Service in professional community	Fails to be involved and participate in projects beyond coaching sport	When requested or prompted, participates in opportunities in the professional community, including school/district projects	Actively participates in professional community including school/district projects	Makes substantial contributions in sport by assuming a leadership role thru district, league, section, or state opportunities.

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**Evidence:**

**Appendix D, Form 2  
HONEOYE FALLS-LIMA CENTRAL SCHOOL  
INTERSCHOLASTIC EVALUATION FORM**

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**A, COACH** **SPORT SEASON**

**B. BACKGROUND INFORMATION**

**C. COACHING PERFORMANCE**

**4 Above Average**                      **3 Satisfactory**                      **2 Needs Improvement**  
**1 Area of Concern**                      **NA Not Applicable**

**1. Pre-season Responsibilities**

- a. Notifies team members and confirms physical clearance before practice begins. 4 3 2 1 NA
- b. Reviews district training rules with team members passes out and collects signed rule sheets and helps enforce regulations. 4 3 2 1 NA
- c. Prepares, confirms and submits eligibility rosters to Director before first season scrimmage or game. 4 3 2 1 NA
- d. Plans and conducts required number of practice sessions before first game, and confirms that each participant is eligible to practice, scrimmage or play before participation. 4 3 2 1 NA
- e. Signs out and issues necessary uniforms, equipment and supplies for the season. 4 3 2 1 NA

**2. Seasonal Responsibilities**

- a. Is responsible for security measures and supervises team members in locker room and on the field during and after practice and games. 4 3 2 1 NA
- b. Is responsible for and cares for interscholastic uniforms, equipment and supplies throughout the season. 4 3 2 1 NA
- c. Makes a conscious effort to involve as many athletes in competition as possible and works to provide an enjoyable experience for team members. 4 3 2 1 NA
- d. Confirms and aids athletes in maintaining academic eligibility throughout the season. 4 3 2 1 NA
- e. Keeps Director informed and up to date on team scores, standings and other pertinent developments regarding the team. 4 3 2 1 NA
- f. Team demonstrates sound preparation, organization and knowledge of fundamentals and strategy in competition through the season. 4 3 2 1 NA
- g. Team demonstrates good sportsmanship characteristics with both individual and team discipline and control evident. 4 3 2 1 NA

**3. Post Season Responsibilities**

- a. Collects, returns and accounts for uniforms, equipment and supplies issued to the team. 4 3 2 1 NA
- b. Prepares and submits total season end inventory list. 4 3 2 1 NA
- c. Prepares and submits budget request for next season. 4 3 2 1 NA



- 1 d. Prepares and submits award information. 4 3 2 1 NA
- 2
- 3 e. Returns issued locks and keys. 4 3 2 1 NA
- 4
- 5 f. Prepares and submits season end summary on the form provided by the 4 3 2 1 NA
- 6 Athletic Director.
- 7

8 **4. Coaching Characteristics**

- 9 a. Develops and demonstrates good rapport with the team members. 4 3 2 1 NA
- 10
- 11 b. Develops and demonstrates good working rapport with coaching colleagues. 4 3 2 1 NA
- 12
- 13 c. Dresses professionally for both practice and games throughout the season. 4 3 2 1 NA
- 14
- 15 d. Cooperates with the Director in establishing and following departmental rules 4 3 2 1 NA
- 16 and regulations.
- 17
- 18 e. Generally demonstrates a positive coaching example throughout the season. 4 3 2 1 NA
- 19
- 20 f. Demonstrates sound organizational abilities in practice and games throughout 4 3 2 1 NA
- 21 the season.
- 22
- 23 g. Demonstrates and incorporates knowledge of modern techniques, strategies 4 3 2 1 NA
- 24 and trends of the sport.
- 25
- 26 h. Attends coaching functions such as coaches meetings, banquets, assemblies, etc. 4 3 2 1 NA
- 27

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29 **C. Coaching Summary**

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34 **GOALS FOR THE FUTURE**

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38 **I have reviewed this evaluation.**

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42 **Coach's Signature** \_\_\_\_\_

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45 **Director's Signature** \_\_\_\_\_

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48 **Date** \_\_\_\_\_

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**Annual Professional Performance Review Plan (APPR)  
For Those Teachers Covered Under §3012-c**

**Section A: Plan Requirements**

Under Education Law §3012-c, each teacher must receive an APPR resulting in a single composite effectiveness score and a rating of "Highly Effective," "Effective," "Developing," or "Ineffective." The composite score will be determined as follows:

- 20 points student growth on state assessments or a comparable measure of student growth (25 points upon implementation of a value-added growth model);
- 20 points other locally selected measures of student achievement that are determined to be rigorous and comparable across classrooms (15 percent following implementation of a value-added model), which are to be developed locally through collective bargaining; and
- 60 points based on multiple measures of effective teaching practice aligned with the state's teaching standards. The measures are to be established locally through collective bargaining.

Evaluations conducted under this APPR plan shall differentiate teacher effectiveness using a composite effectiveness score which takes into account multiple measures of effectiveness. The composite effectiveness score is the sum score of the required three (3) subparts set forth below:

Rating	Composite Score	20% Growth	20% Achievement	60% Multiple Measures
<b>Highly Effective</b>	91-100	18-20	18-20	59-60
<b>Effective</b>	75-90	9-17	9-17	57-58
<b>Developing</b>	65-74	3-8	3-8	50-56
<b>Ineffective</b>	0-64	0-2	0-2	0-49

Upon the implementation of *Value- Added Measures* by SED, classroom teachers that are affected by this will have their composite effectiveness score reflect the sum score of the required three (3) subparts set forth below:

Rating	Composite Score	25% Growth	15% Achievement	60% Multiple Measures
<b>Highly Effective</b>	91-100	22-25	14-15	59-60
<b>Effective</b>	75-90	10-21	8-13	57-58
<b>Developing</b>	65-74	3-9	3-7	50-56
<b>Ineffective</b>	0-64	0-2	0-2	0-49

The intent of the evaluation system is to foster a culture of continuous growth for professionals, to provide a clear process of evaluation that uses an established set of criteria or rubrics that define a professional process, and to create collegial environment that promotes conversation and reflection about their craft in order to extend and enhance professional practice.

The APPR is required to be a significant factor in employment decisions including, but not limited to: retention, tenure determination, and termination. Each decision is to be made in accordance with locally developed procedures collectively bargained statutes and regulations, as applicable.

The HFL Central School District Board of Education will adopt an APPR plan by July 1 of each school year. The District shall submit the plan on a form prescribed by the Commissioner, to the State Education Department for approval. Should the plan be rejected, any deficiencies that are subject to negotiations shall be resolved through collective bargaining, and the plan resubmitted. If all the terms of the plan have not been finalized by July 1 as a result of pending collective bargaining, then the HFL Central School District shall submit the APPR to the commissioner upon resolution of all its terms, consistent with article fourteen of the civil service law. It is understood by both parties that the district shall not unilaterally impose the APPR under any conditions and any changes to the APPR must be collectively bargained.

Both the District and the HFLEA agree that all forms and resources needed to support the APPR plan will be collaboratively created and mutually agreed upon.

1 **Content of the APPR**

<b>Subject</b>	<b>Section</b>
2	
3 Definitions	B
4 Collection and reporting of teacher and student data	C
5 Internal assessment development and assessment security	D
6 Training for evaluators and staff	E
7 Growth measures	F
8 Local measures of student achievement	G
9 Multiple measures of teaching practice	H
10 Teacher Improvement Plan (TIP)	I
11 Appeals procedures	J
12 Annual Review	K

13  
14 **Section B: Definitions**

15 For purposes of APPR, a classroom teacher is defined (see §30-2.2(d)) as a teacher in the classroom teaching  
16 service as defined in §80-1.1 of the Commissioner’s regulations; who is a teacher of record.

17  
18 Excepted from this definition are supplemental school personnel as defined in §80-5.6 of the Commissioner’s  
19 regulations. It is important to note that §80-1.1 of the Commissioner’s regulations specifically excludes pupil  
20 personnel service or administrative and supervisory service from the definition of classroom teaching service.  
21 Therefore, this APPR plan will only apply to all classroom teachers, including Speech/Language teachers (if they  
22 are the teacher of record) and Library Media Specialists (if they are the teacher of record).

23  
24 **Section C: Collection and Reporting of Teacher and Student Data**

25 The District and the HFLEA shall use the following verification procedure to ensure that all teachers of record  
26 determinations have been made accurately and in a manner consistent with the standards established by the  
27 Commissioner’s regulations prior to using student growth and/or achievement data in an APPR. The District shall  
28 designate the Assistant Superintendent of Curriculum and Instruction as the Data Coordinator, who will be in  
29 charge of this process. No unit member will ever be designated as the Data Coordinator. The Assistant  
30 Superintendent of Curriculum and Instruction shall be in charge of collecting required data, overseeing changes in  
31 and maintenance of the local data management systems, and ensuring the accuracy of the data.

32  
33 **Teacher of Record Determination Procedure**

34 The district will report teacher and student data, including enrollment, attendance data and any other student,  
35 teacher, school, course and student/teacher linkage data necessary in a format and timeline prescribed by the  
36 commissioner. The information will be submitted through the Student Management Systems.

37  
38 Each classroom teacher will have the opportunity to verify the subject and/or students assigned to them through the  
39 student management system and the SED designated system. An opportunity will be provided for every classroom  
40 teacher to verify the subjects and/or student rosters assigned to them no later than the last day of the first week of  
41 each marking period during the school year.

42  
43 Verification of students taking state assessments shall take place through an attendance review prior to the exam,  
44 including confirmation that changes were made, and a post-exam roster confirmation.

45  
46 Any discrepancies identified during verification must be brought to the supervising administrator’s attention.  
47 Discrepancies must be identified in writing within three (3) school days from the receipt of the information from the  
48 District by the Teacher of Record. The supervising administrator will notify the teacher in writing of the action taken  
49 regarding the identified discrepancies within five (5) school days of receipt of notification by teacher.

50  
51 *New and Withdrawn Students:* Upon the withdrawal of a student from the HF-L District, all District identified and  
52 verified teachers of record for the student will be notified in writing by their supervising administrator within forty-  
53 eight (48) hours of withdrawal. These students will be removed or shown as an exit with date from/on designated  
54 lists of all teachers of records immediately. Respectively, upon a new student admission to the HF-L District, the  
55 supervising administrator will identify all teachers of record for the new student within forty-eight (48) hours of  
56 student entrance to the district. Notification will be made in writing to the identified teachers of record.

57  
58 **Reporting Individual Subcomponent Scores**

59 The Assistant Superintendent of Curriculum and Instruction shall be responsible for reporting to the SED the  
60 individual subcomponent scores and the total composite effectiveness score for each covered classroom teacher in

1 the District. This shall be done in a format and timeline prescribed by the Commissioner. All classroom teachers  
 2 covered by this requirement will be afforded the opportunity to review and verify the final data attributed to them no  
 3 later than the last day of their work year or five (5) business days before it is sent to the SED, if submission occurs  
 4 prior to the last day of their work year. The HFLEA unit member will not report scores to SED.

5  
 6 The entire evaluation, including SED provided scores, must be completed and provided to each unit member as  
 7 soon as practical, but in no case later than September 1 of the next school year for which the unit member's  
 8 performance is being measured.

9  
 10 Furthermore, the District will adhere strictly to the requirements for reporting sub-component and composite scores  
 11 to the New York State Department of Education established by regulations; a unique identifier will be used. An  
 12 administrator shall not submit any names of individual teachers, written assessment, sub-component or composite  
 13 rating of an individual teacher to any outside agency or person, without the prior written authorization of the  
 14 Association, or unless required to do so by law.

#### 15 **Section D: Internal Assessment Development and Assessment security**

16 The Superintendent or his/her designee shall be responsible for overseeing the assessment development, security  
 17 and scoring processes utilized by the District under this APPR plan, and shall take steps to ensure that any  
 18 assessments and/or measures used to evaluate teachers are not disseminated to HFL students before  
 19 administration, and that HFL teachers do not have a vested interest in the outcome of the assessments they score.

20  
 21 The Superintendent or his/her designees shall be responsible for ensuring that all security requirements set forth in  
 22 the SED Administrative Manuals are strictly followed for NYS Assessments administered in the district. The  
 23 established protocols for storage, distribution, and administration of the assessments prohibit the possible  
 24 dissemination to students before administration of assessments. The District will house assessments in a secure  
 25 location until the time when the assessment will be administered to students.

26  
 27 It is understood that any assessments or measures used for the purpose of teacher evaluation will not be  
 28 disseminated in advance to students, teachers or administrators. Scoring of assessments must be done by  
 29 educators who do not have a vested interest in the assessments they score.

#### 30 **Section E: Training for Evaluators and Teachers (Staff)**

##### 31 **Evaluators**

32 Only fully NYS certified administrators (SAS, CAS, SBL, SDL, Certificate of Internship, etc.), that have been hired  
 33 as administrators in the District may evaluate teachers.

34  
 35 Any fully certified administrator (see definition above) who participates in the evaluation of teachers for the purpose  
 36 of determining an APPR rating shall be fully trained and/or certified as required by Education Law §3012-c and the  
 37 implementing Regulations of the Commissioner of Education prior to conducting a teacher evaluation.

38  
 39 The District will work to ensure that lead evaluators and evaluators maintain inter-rater reliability over time and that  
 40 they are re-certified on an annual basis, receiving updated training on any changes in the law, regulations or  
 41 applicable collective bargaining agreements.

42  
 43 The Superintendent of Schools will certify evaluators by July 15<sup>th</sup> for the 2012-2013 school year and each year  
 44 thereafter. The Superintendent will annually notify the HFLEA President of appropriate certified administrators by  
 45 July 15<sup>th</sup>. Should the administrative staff change during the year, the Superintendent will certify any new evaluators  
 46 and notify the HFLEA President.

47  
 48 Any evaluation or APPR rating that is determined in whole or in part by an administrator or supervisor who is not  
 49 fully trained and/or certified to conduct such evaluations shall, upon appeal by the subject of the evaluation or  
 50 APPR rating, be deemed to be invalid and shall be expunged from the teacher's record and will be inadmissible as  
 51 evidence in any subsequent disciplinary proceeding. The invalidation of an evaluation or APPR rating for this  
 52 reason shall also preclude its use in any and all other employment decisions.

##### 53 **Teachers (staff)**

54 Recognizing that an understanding of the content and use of the APPR plan is beneficial to both the District and the  
 55 HFLEA, collaboration between both parties will guide the initial implementation and implementation of future  
 56 revisions to this plan. Therefore, both the District and the HFLEA will share the responsibility and work in  
 57 partnership to provide initial training and any necessary future training for the APPR plan.

1 A copy of the APPR plan will be posted online and available to unit members on the first day of work each year.

2  
3 Initial training for newly hired professional staff (teachers) subject to the district’s APPR will begin during “Effective  
4 Teacher Training” each year, and continue with supervising administrator, mentor and ongoing professional  
5 development. New teachers commencing employment during the school year will receive training as designed by  
6 the Assistant Superintendent of Curriculum and Instruction.

7  
8 **Section F: Student Growth Measures – the State 20%**

9 For classroom teachers of grades 4-8 ELA and math, state assessments will be used for the growth component. All  
10 other classroom teachers of subjects where there is no state-provided measure of student growth (i.e., subjects  
11 without a state assessment and subjects where a state-provided growth measure has not yet been created based  
12 on the state assessment), must use other comparable measures of growth. These teachers will have a growth  
13 measure based on the Student Learning Objectives (SLO) methodology prescribed by SED.

14  
15 The District and the HFLEA recognize that SLOs, by definition, require an understanding of local needs and  
16 objectives. Because of this, SLOs will need to be developed collaboratively between supervising administrator and  
17 an individual teacher, or groups of teachers. However, SLO’s developed by a group of teachers will contain  
18 individual teacher target and HEDI criteria. SLOs will be developed collaboratively following the chart below and in  
19 place by November 1 of each school year.

20  
21 In order to have SLO’s developed by November 1 of each school year, for classroom teachers of subjects where  
22 there is no state-provided measure of student growth their completed BEDS data will be used to verify the student  
23 population majority and number of SLOs necessary.

24  
25 It is anticipated that SED will score and report the state-provided growth measure (or value-added measure after  
26 the VAM system is approved by the Regents) no later than September 1<sup>st</sup>, following the year in which the teacher is  
27 evaluated. The District and the HFLEA agree that teachers will not be penalized in any way because of such data  
28 not being received in a timely manner, which results in an incomplete rating.

29

SLO Component	Determined by
Student Population	Supervising Administrator
Learning Content	Supervising Administrator
Interval of Instructional Time	Supervising Administrator
Evidence	Supervising Administrator and Unit Member
Baseline	Unit Member
Target(s)	Supervising Administrator and Unit Member
HEDI Criteria	Supervising Administrator
Rationale	Unit Member

30  
31 **Section G: Locally Developed and Selected Measures of Student Achievement - the Local 20%**

32 Local Measures of Student Achievement are intended to provide a more holistic view of a teacher’s instructional  
33 efforts and overall student achievement. The specific assessments and metrics used to determine the Local  
34 Measures of Student Achievement for any particular school year will be reviewed annually.

35  
36 For core content teachers in grades:

- K-6, locally selected measures will be consistent across grade levels/subject areas.
- 7-12, locally selected measures will be consistent across course/subject/department.

37  
38  
39 For teachers of special area subjects, locally selected measures will be consistent within content areas.

40  
41 All locally selected measures must be certified as both rigorous and comparable. Rigorous means that locally-  
42 selected measures are aligned to the NYS learning standards or in instances where there are no such learning  
43 standards that apply to subject/grade level, evidence of alignment to research-based learning standards and to the  
44 extent practical, the assessment must be valid and reliable as defined by the Standards of Educational and  
45 Psychological Testing. Locally-comparable across classrooms means that the same locally-selected measures of  
46 student achievement or growth are used across all classrooms in the same grade/subject in the district.

47  
48 The law and regulations provide several options for locally-selected measures of student achievement, including:

- 3<sup>rd</sup> Party Assessments (e.g.: MAPS, STAR, etc.)
- Regional Assessments

49  
50

- District Developed Assessments
- BOCES Developed Assessments

**Local Assessment Determination**

Local assessments will be selected annually by the grade level and/or subject area teachers who teach each course, working with their supervising administrator to ensure comparability, validity, rigor, degree to which the assessment can be aligned to State standards, and degree to which the assessment(s) match classroom instruction. A list of local assessments will be submitted to the supervising administrator no later than September 15<sup>th</sup> each year. This date may be extended through mutual agreement between the Superintendent and the HFLEA president.

The supervising administrator will provide the superintendent with the mutually agreed upon local assessment plan for all subject areas/grade levels located within the school.

If no acceptable outcome can be agreed upon by the supervising administrator and teachers, a committee will be formed to make recommendations for revisions necessary for final approval. Recommendation of the committee must be submitted no later than October 1<sup>st</sup>. The review committee should be comprised of a department chair (if applicable), teacher(s), principal, superintendent’s designee, and a union representative. The superintendent shall, to the extent practicable, provide all committee members with time during the contractual work day to meet. Committee work performed outside of the contractual work day shall be compensated at the contractual hourly rate.

Final approval of the assessment system must come from the superintendent in the form of official certification to the state. Teachers will be notified of assessment approval by the Superintendent within five (5) school days of his/her determination.

Selection of local measures shall be guided by the following principles:

- Locally selected measures should help the teacher add value to classroom instruction. There needs to be a purpose/use other than solely for evaluation.
- Local measures should include assessments other than standardized state tests
- Local measures should be aligned with the NYS student learning standards and performance indicators, and consist of multiple measures of student performance to improve the accuracy and stability of evaluations by reducing reliance on any single measure of performance.
- It is understood that this is a system for individual teacher evaluation. School-wide, group or team results based on state tests are therefore inappropriate and will not be considered.

Examples of local measures include but are not limited to: midterm exam, final exam, research project, research paper, performance piece/assessment, writing portfolio, etc.

**Local Assessment Point Distribution**

The local assessment score of each student will include multiple measures and a teacher’s final points for that course or grade will be the average of these local assessment scores.

Therefore, the local component will be converted into a numerical effectiveness score using a methodology located at the end of the document for an achievement measure using a 0-100 point scale and/or a 1-4 rubric.

**Weighting Scores for Attendance**

The following methodology is for adjusting teacher scores based on student attendance:  
The steps are:

1. Multiply each students’ assessment score (Xi) by the number of days they were in attendance (Wi)
2. Sum step 1 scores for an all student number (sum of Xi\*Wi)
3. Sum all days attended by student group (sum Wi)
4. Divide step 2 by step 3 (Sum of Xi\*Wi)/(Sum of Wi)

Example outlining steps 1-4:

Student #	Days of attendance (Wi)	Score (Xi)	Calculation (Xi*Wi) (Step 1)	Result of Step 1
1	175	98	98*175	17150
2	100	94	94*100	9400

3	75	72	72*75	5400
4	50	50	50*50	2500
5	150	86	86*150	12900
Sum	550 (Step 3)	400		47350 (Step 2)
Average Score		400/5 = 80		
Weighted Average		47350/550 = 86.09 (Step 4)		

1  
2 The average score for these 5 students would be 80: the score that has been adjusted, or weighted, based on the  
3 number of days each student was in attendance is 86.

4  
5 SED's requirement for addressing issues of attendance will be accomplished using the district attendance policy.  
6

7 **Section H: Multiple Measures of Teaching Practice – the 60%**

8 The District and the HFLEA agree that a properly administered unit member teaching practice appraisal program is  
9 desirable and that such program shall be a constructive attempt to aid unit members to develop toward their full  
10 potential. The District shall provide support to help unit members in their improvement of instruction and  
11 professional practice as they develop their potential and work to meet the goals of the District. It shall be the unit  
12 member's responsibility to implement District curriculum and keep their skills current.

13  
14 The District and the HFLEA agree that the following rubric will be used for performance appraisal of unit members:  
15 **Charlotte Danielson's Enhancing Professional Practice; A Framework for Teaching, 2009.**

16  
17 **Professional Conversations**

18 Unit member appraisals will be based on professional conversations. Professional conversations shall be defined  
19 as ongoing conversations between a unit member and his/her supervising administrator that focus on observations,  
20 professional practice, evidence collection, rubric scoring, necessary modifications, and professional development.  
21 This shall apply to all unit members as set forth below.

22  
23 **Framework**

24 a) Unit members' yearly evaluations will consist of observations that are announced and unannounced and a  
25 structured review of multiple measures (e.g. Artifacts of teacher practice: lesson planning, curriculum work,  
26 professional development, communication, portfolios, etc.).

27 b) Meetings:  
28 Tenured unit members:  
29 There will be a minimum of one (1) meeting between unit members and his/her supervising administrator  
30 each school year: an end of year evaluation / summary meeting. However, a unit member may request to  
31 meet with his/her supervising administrator at the beginning of the year for a NYS Teaching Standards  
32 collegial conversation and mid-year for a review if desired. Additional meetings may be scheduled as needed  
33 or desired by the unit member or supervising administrator. Unless mutually agreed to by the supervising  
34 administrator and the unit member, these meetings are exclusive of meetings scheduled in connection with  
35 observations.

36 Non tenured unit members:  
37 There will be a minimum of three (3) meetings between unit members and his/her supervising administrator  
38 each school year; a beginning of the year NYS Teaching Standards collegial conversation meeting, a mid-  
39 year review meeting, and an end of year evaluation / summary meeting. Additional meetings may be  
40 scheduled as needed or desired by the unit member or supervising administrator. Unless mutually agreed to  
41 by the supervising administrator and the unit member, these meetings are exclusive of meetings scheduled in  
42 connection with observations.

43 c) Unit members will be evaluated utilizing the agreed upon rubric.  
44 d) Calculating Scores:  
45 1) Scores will be calculated by assigning a rating to each component area observed (e.g.: Domain 1a) of:  
46 Highly Effective, Effective, Developing or Ineffective. **Components not observed will not be in the**  
47 **rating calculation.**  
48 2) Once a rating is assigned then a corresponding number shall be assigned to each rating as follows: 4  
49 for Highly Effective, 3 for Effective, 2 for Developing, and 1 for Ineffective.  
50 3) Once a number is assigned then the average of all of the numbers will be calculated to determine the  
51 score. One domain could have multiple numbers or no numbers. Each number shall have equal  
52 weight in calculating the average and determining a final score.

- 1  
2 e) The final score, 1-4 will be converted to a score out of sixty (60) using the agreed upon conversion chart. The  
3 conversion chart can be found at the end of this document.  
4 f) Observation ratings will be recorded on the observation form, and will include evidence collected periodically  
5 throughout the school year as a result of a professional conversation.  
6 g) Tenured unit members will be observed a minimum of two (2) times throughout the school year.  
7 h) Non-tenured unit members will be observed a minimum of two (2) times throughout the school year.  
8 i) Both tenured and non-tenured unit members will gather evidence as a part of the structured review process  
9 that will be reflective of the Domains identified in the rubric, and the NYS Teaching Standards.

### 10 **Meetings:**

#### 11 a) *NYS Teaching Standards Collegial Conversation Meeting*

12 All non-tenured unit members will meet with his/her supervising administrator during the month of September to  
13 discuss the NYS Teaching Standards, appraisal criteria, appraisal instruments, and expectations of both  
14 parties. The unit member will discuss their plans for meeting the requirements of the other structured review  
15 portion of the APPR. At this meeting the unit member will work collaboratively with his/her supervising  
16 administrator to identify examples of evidence that may be used to meet the criteria included in observations  
17 and the other structured review. A written summary of this meeting will be collaboratively developed and signed  
18 at this meeting by both the unit member and the supervising administrator. Tenured unit members may request  
19 to meet for this purpose, but are not required to.  
20

#### 21 b) *Mid-year Review Meeting*

22 All non-tenured unit members will meet with his/her supervising administrator during the months of January or  
23 February to discuss the progress of that unit member to this point in the school year. Unit member progress  
24 and evidence to be utilized in the structured review component of the evaluation process will be discussed.  
25 This meeting may also be used to discuss measures of remediation necessary to address concerns with the  
26 unit member's progress based on the collegial conversation at the beginning of the school year. Tenured unit  
27 members may request to meet for this purpose, but are not required to.  
28

29 If, the performance of the unit member is less than satisfactory, the concerns will be identified in writing. At this  
30 time the unit member will be offered the opportunity to develop an Individual Plan of Assistance (IPA) with the  
31 purpose of providing additional assistance to improve the unit member's performance. If the unit member  
32 chooses to utilize the IPA, then it will be collaboratively developed using the agreed upon form. If the unit  
33 member chooses not to utilize the IPA, then that decision will be documented in writing by the unit member to  
34 the supervising administrator during this professional conversation.

#### 35 c) *End of Year Evaluation/Summary Meeting*

36 Each unit member, both tenured and non-tenured, will meet with his/her supervising administrator between May  
37 1 through June 10 of each year for the purpose of completing the evaluation process. At this meeting the unit  
38 member and his/her supervising administrator will complete the rating of the structured review on the  
39 observation form and discuss the performance of the unit member within this system. Prior to the last  
40 scheduled teacher work day, the administrator will present the unit member with their Annual Teacher  
41 Evaluation Composite score on the Annual Teacher Evaluation Composite Score Form.  
42

### 43 **Observations**

44 No observations (announced or unannounced) will be conducted prior to the second (2<sup>nd</sup>) week of September or  
45 during the month of June, unless mutually agreed to by the supervising administrator and the unit member.  
46

47 Observations are visits to the classroom made by an administrator to obtain information about the instructional  
48 program and teacher performance in the classroom as they relate to one or more of the unit members appraisal  
49 criteria. This information will be utilized to assist the teacher in the improvement of instruction and student  
50 achievement.  
51

#### 52 For tenured unit members

53 Tenured unit members will follow the observation schedule below:

- 54 A) One announced observation with a pre and post conference  
55 B) One unannounced observation with no pre- or post-conference. Only evidence from Domain II will be  
56 collected at this time.

#### 57 For non-tenured unit members

58 Non-tenured unit members will follow the observation schedule below:

- 59 A) One announced observation with a pre and post conference



B) One unannounced observation with no pre- or post-conference. Only evidence from Domain II will be collected at this time.

**1. Announced Observation Overview:**

An announced observation will be defined as an observation of which the teacher has prior knowledge of the observation date and time. Scheduling of the announced observation will occur collaboratively between the administrator and unit member. Administration will not be allowed to dictate the structure of the lesson observed.

All announced observations for tenured and non-tenured unit members must be completed by April 30th of each school year. Announced observations for tenured unit members will last for at least 90% of the scheduled class period. For non-tenured teachers, announced observations will be 99% of the scheduled class period.

**2. Announced Observation Process:**

a) Pre-observation meeting

The pre-observation meeting will take place no more than four (4) school days prior to the scheduled observation. The purpose of this meeting will be to discuss the class and lesson to be observed. In this meeting the unit member and supervising administrator will review relevant measurable criteria that may not be seen in the lesson, but are critical parts of the process.

b) Classroom Observation

If the administrator or unit member is unable to meet the scheduled observation time and date, or the administrator is unable to stay for the entire scheduled time period, that observation will be rescheduled. The person that cancels an observation or the administrator that is unable to stay the required time has the responsibility to reschedule the observation within four (4) school days.

c) Post-observation meeting

The post-observation meeting will take place no more than five (5) school days following the lesson that was observed. The purpose of this meeting will be to discuss the criteria and evidence that were observed during the lesson. The administrator will discuss and review the ratings and evidence that are relevant to that particular observation. The observation form will be utilized to record ratings for only the components/elements observed in the lesson. The ratings, evidence and any comments will be dated by the administrator at that time. Evidence will be attached to the observation form for areas in which there are disagreement between the evaluator and the unit member. Copies of the observation form will be made available to the unit member within three (3) school days following this meeting. Upon receipt, unit members will review, comment, date, sign and return observation form to his/her supervising administrator within five (5) school days.

If a unit member is not satisfied with the ratings assigned, the unit member may request one (1) additional announced observation. However, granting of an additional announced observation will be at the sole discretion of the District. The additional announced observation will follow the same prescriptive pattern as the original announced observation. The purpose of the additional observation will be to address the areas of concern raised in the earlier post-observation meeting. The ratings will be recorded along with the ratings from the previous observation(s) on the observation form. The new ratings and evidence will be dated. The better of the two observations will become the observation rating.

**3. Unannounced Observations:**

During the school year the administrator will complete at least one (1) unannounced observation of all unit members using the observation form. These will follow no pattern and may be used in conjunction with the scheduled observation for teacher performance appraisal, to obtain information on the instructional program and to assist the teacher. Unannounced observations will last for no less than ten (10) minutes, but no more than twenty (20) minutes of any class period. Copies of the observation form will be made available to the unit member within three (3) school days following this observation. Only Domain II will be observed during this walk through observation.

Any concerns identified as a result of the unannounced observation will be discussed with that unit member at a meeting no more than three (3) days following the unannounced observation. Although the administrator may conduct as many unannounced observations as they deem necessary, the number and frequency shall be such that it does not disrupt the flow of the affected unit member's classroom.

The unit member has the right to ask for additional unannounced observations.

**Other Structured Review**

At the End of Year Evaluation/Summary Meeting each unit member will discuss the evidence/artifacts collected that demonstrate the integration of the NYS Teaching Standards in their professional practice. Although there is no limit to the types of events, activities, projects, etc. (multiple measures) that a unit member may choose, it is important to remember that the unit members' rating will be based on the agreed upon criteria. The unit member,

1 and his/her supervising administrator, will collect evidence throughout the year to support the unit member's  
 2 progress. It is incumbent on the unit member, though, to provide sufficient evidence to support the ratings within  
 3 the rubric. The unit member must submit their evidence/artifacts to his/her supervising administrator by April 30<sup>th</sup> of  
 4 each school year, so that they may be reviewed and discussed at the End of the Year Evaluation/Summary  
 5 Meeting. Domains I and IV will be the focus for evidence. Evidence can include, but is not limited to the following  
 6 artifacts:

- 7 Lesson Planning
- 8 Curriculum Work/Program Development
- 9 Professional Development (Growth)
- 10 Professional Contributions
- 11 Student Activities
- 12 Communication (Colleagues, Families, etc)
- 13 Professional Portfolio
- 14 Community Involvement
- 15 Professional Honors/Recognition

### 17 **Section I: Teacher Improvement Plan (TIP) Process**

18 The District and the HFLEA view the Teacher Improvement Plan as a tool to assist professional staff with their  
 19 performance in order to positively impact student achievement.

21 The NYS Commissioner's Regulation (30-2.10) requires that any teacher with a Composite Effectiveness Rating of  
 22 Developing or Ineffective shall receive a Teacher Improvement Plan as soon as practical but in no case later than  
 23 ten (10) school days after the start of the new school year following the school year for which such teacher's  
 24 performance was being measured. A TIP shall be developed in collaboration with the teacher; union representation  
 25 shall be afforded at the teacher's request. A TIP is not a disciplinary action.

27 The TIP sets professional goals to ensure growth toward improved student outcomes. Working towards this growth  
 28 in an environment of professional respect is an expectation for all parties.

30 A Teacher Improvement Plan shall include the following:

- 31 1. Identification of needed areas of improvement
- 32 2. A timeframe for achieving improvement
- 33 3. Manner in which the improvement will be assessed
- 34 4. Differentiated activities to support improvement in those identified areas
- 35 5. Indications of administrative support
- 36 6. Signatures of the unit member and administrator for the collaboratively developed plan
- 37 7. Submission to shared administrator, Superintendent and HFLEA President

### 39 **Section J: Appeals Process**

#### 40 **Appeals procedures**

41 The purpose of the internal APPR appeal process is to foster and nurture growth of the professional staff in order to  
 42 maintain a highly qualified and effective work force. The appeal procedures shall provide for the timely and  
 43 expeditious resolution of the appeal. All tenured and probationary employees who meet the appeal process criteria  
 44 identified below may use this appeal process. A teacher may not file multiple appeals regarding the same  
 45 performance review or TIP. All grounds for appeal must be raised within one appeal, provided that the teacher  
 46 knew or could have reasonably known the ground(s) existed at the time the appeal was initiated, in which instance  
 47 a further appeal may be filed but only based upon such previously unknown ground(s).

#### 49 **APPR Subject to Appeal Procedure**

50 Any unit member receiving an APPR rating of either "Effective" or "Highly Effective" may **not** challenge that APPR  
 51 rating. However, they may attach a statement to their APPR that will be included in their personnel file.

53 Any unit member receiving an APPR rating of either "Ineffective," or "Developing" may challenge that APPR rating.  
 54 Prior to September 1st each year, the District shall provide to the HFLEA president a list of all unit members with an  
 55 APPR rating of Ineffective or Developing.

57 In accordance with Education Law §3012-c (5), an APPR which is the subject of a pending appeal shall not be  
 58 sought to be offered in evidence or placed in evidence in any Education Law §3020-a proceeding, or any locally  
 59 negotiated procedure, until the appeal process is concluded.

1 **Grounds for an Appeal**

2 An appeal may be filed challenging the APPR based upon one or more of the following grounds:

- 3 a. Substance of the Annual Professional Performance Review;
- 4 b. Substance of the observations;
- 5 c. Adherence to the standards and methodologies required for the Annual Professional Performance Review,  
6 pursuant to *Education Law* §3012-c and applicable rules and regulations;
- 7 d. Compliance with the applicable regulations of the Commissioner of Education (e.g.: Evaluator Training,  
8 etc.);
- 9 e. Compliance with locally negotiated procedures that govern the APPR (e.g.: Timelines, etc.);
- 10 f. Issuance and/or implementation of the terms of the Teacher Improvement Plan, where applicable, as  
11 required under *Education Law* §3012-c.

12

13 **The Appeal Resolution Process**

14 *Timeframe for Filing*

15 In order to be timely, the APPR appeal shall be filed, in writing, within twenty (20) school days after the teacher has  
16 received the Annual Professional Performance Review and/or the issuance/implementation of the terms of a  
17 Teacher Improvement Plan.

18

19 The appeal must set forth the specific basis for the appeal. All information pertinent to the appeal must also be  
20 submitted upon filing, and can include but not limited to: specific points of disagreement, all relevant  
21 documents/materials, copies of performance review(s), copy of improvement plan.

22

23 Filing of the appeal shall be made to the superintendent of schools.

24

25 *Timeframe for District Response*

26 Within twenty (20) calendar days of receipt of an appeal, the supervising administrator(s) who issued the  
27 performance review or who is responsible for either the issuance and/or implementation of the terms of the  
28 teacher's improvement plan must submit a detailed written response to the appeal to the superintendent. The  
29 response must include any and all additional documents or written materials specific to the point(s) of disagreement  
30 in the response and that are relevant to the resolution of the appeal.

31

32 Any such information that is not submitted at the time the response is filed shall not be considered in the  
33 deliberations related to the resolution of the appeal.

34

35 The unit member who filed the appeal shall receive a copy of the supervising administrator's response and any and  
36 all additional information/documents submitted with the response as soon as practical but in no case later than one  
37 (1) day after the response is filed.

38

39 *The Decision*

40 A decision shall be rendered by the superintendent. In the event the superintendent of schools was responsible for  
41 any rating contained in the evaluation, including the final rating decision, then the BOCES District Superintendent or  
42 his/her designee shall make the decision on appeal.

43

44 The superintendent shall render his/her decision in writing no later than thirty (30) calendar days from the date upon  
45 which the unit member filed their appeal. The decision shall be based on a written record, comprised of the unit  
46 member's appeal papers and documentary evidence submitted with the appeal, as well as the district response to  
47 the appeal and documentary evidence submitted with the response.

48

49 The decision shall set forth the reasons and factual basis for each determination on each of the specific  
50 points/issues raised in the unit member's appeal. The superintendent shall have the authority to rescind, modify or  
51 affirm the rating of: observations (announced and unannounced) structured reviews, TIPS and Annual Professional  
52 Performance Reviews. The superintendent may also order a new evaluation.

53

54 A copy of the written decision shall be provided to the unit member and the supervising administrator(s).

55

56 The appeal process outlined shall constitute the means for initiating, reviewing and resolving any/all challenges and  
57 appeals related to a teacher performance review and/or improvement plan. The written decision of the appeal  
58 process is final and binding.

59

1 *APPR Process Grievance*

2 Areas deemed in violation of the contractually negotiated APPR process may be subject to the grievance  
3 process in Article III, Sections A-K of the HFLEA collective bargaining agreement. Such areas include  
4 adherence to negotiated time frames, minimum number of observations and meetings, and use of appropriate  
5 forms. At no time may grievance procedures be utilized to challenge results of an observation or evaluation, the  
6 rating or scoring of any rubric component or the commentary of a unit member's APPR.

7  
8 Should a grievance become necessary, the goal would be to correct the process flaw immediately so that the  
9 evaluation process may continue with the negotiated intent intact.

10  
11 **Section K: APPR Review**

12 The APPR Advisory Committee will convene in June of each school year for the purpose of reviewing the APPR  
13 Plan. This annual review will commence June of 2013. In the event that revisions to the APPR plan are  
14 recommended by the Advisory Committee, implementation of revisions will only occur after ratification by both  
15 parties; the District and HFLEA.

16  
17 The APPR Advisory Committee will consist of a maximum of four (4) teachers and four (4) administrators. Teacher  
18 members of this committee will be identified by the HFLEA President.  
19

1 **20% local measures - Conversion Charts for Assessments Scored on 0-100 Scale**

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

2  
3

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

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

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

1  
2

3  
4

1 **15% local measures - Conversion Chart 1-4 Rubric to Value Added Sub-Component Score**  
 2

<b>Example 1-4 Rubric Conversion Scale</b>	
<b>Based on a 1-4 Rubric Rating</b>	<b>15 Point Conversion</b>
Ineffective	
1	0
1.2	1
1.4	2
Developing	
1.5	3
1.7	4
2.0	5
2.2	6
2.4	7
Effective	
2.5	8
2.7	9
2.9	10
3.0	11
3.2	12
3.4	13
Highly Effective	
3.5	14
4	15

3  
 4 **Multiple Measures of Effectiveness**

5 Sixty (60) points of the composite effectiveness score is based on Multiple Measures of Teacher Effectiveness  
 6 consistent with the standards prescribed by the Commissioner in Regulation.

7  
 8 The District will use the Danielson’s Framework for Teaching rubric to determine the full sixty (60) points in the  
 9 “Multiple Measures” subcomponent. Each teacher will receive a Final Composite Score rating in June of each  
 10 school year. This score will include the multiple measures found in the Framework for the Evaluation System.  
 11

<b>Overall Rubric Average Score</b>	<b>Rating</b>	<b>60 Point Distribution for Composite Score</b>
1 – 1.4	INEFFECTIVE	0 – 49
1.5 – 2.4	DEVELOPING	50 – 56
2.5 – 3.4	EFFECTIVE	57 – 58
3.5 – 4.0	HIGHLY EFFECTIVE	59 - 60

**Multiple Measures – 60%**

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

Total Average Rubric Score	Rating	Conversion score for composite
<b>Ineffective 0-49</b>		
1.000		0
1.008		1
1.017		2
1.025		3
1.033		4
1.042		5
1.050		6
1.058		7
1.067		8
1.075		9
1.083		10
1.092		11
1.100		12
1.108		13
1.115		14
1.123		15
1.131		16
1.138		17
1.146		18
1.154		19
1.162		20
1.169		21
1.177		22
1.185		23
1.192		24
1.200		25
1.208		26
1.217		27
1.225		28
1.233		29
1.242		30
1.250		31
1.258		32
1.267		33
1.275		34
1.283		35
1.292		36
1.300		37
1.308		38
1.317		39
1.325		40
1.333		41
1.342		42
1.350		43
1.358		44
1.367		45



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

**APPR Agreement Finalized 9/17/12**

**HF-L Evidence Review Report**

Name of Teacher: \_\_\_\_\_

School: \_\_\_\_\_

Grade Level(s): \_\_\_\_\_

Subject(s): \_\_\_\_\_

Name of Evaluator: \_\_\_\_\_


Date: \_\_\_\_\_



*Teacher Reflection:**Evaluator Comments:*

<b>Component</b>	<b>Rubric Score</b>
1a	
1b-optional	
1c-optional	
1d-optional	
1e	
1f	
4a	
4b-optional	
4c	
4d	
4e	
4f-optional	

Component	Unsatisfactory	Basic	Proficient	Distinguished
<b>Domain 1: Planning and Preparation: Items in bold must be completed (a, e, f)</b>				
<b>1a: Demonstrating knowledge of content and pedagogy</b>  <b>REQUIRED</b> <span style="border: 1px solid orange; padding: 2px;">Evidence</span>	Teacher's plans and practice display little knowledge of the content, prerequisite relationships between different aspects of the content, or of the instructional practices specific to that discipline.	Teacher's plans and practice reflect some awareness of the important concepts in the discipline, prerequisite relations between them and of the instructional practices specific to that discipline.	Teacher's plans and practice reflect solid knowledge of the content, prerequisite relations between important concepts and of the instructional practices specific to that discipline.	Teacher's plans and practice reflect extensive knowledge of the content and of the structure of the discipline. Teacher actively builds on knowledge of prerequisites and misconceptions when describing instruction or seeking causes for student misunderstanding.
<b>1b: Demonstrating knowledge of students</b>  <b>OPTIONAL</b> Evidence	Teacher demonstrates little or no knowledge of students' backgrounds, cultures, skills, language proficiency, interests, and special needs, and does not seek such understanding.	Teacher indicates the importance of understanding students' backgrounds, cultures, skills, language proficiency, interests, and special needs, and attains this knowledge for the class as a whole.	Teacher actively seeks knowledge of students' backgrounds, cultures, skills, language proficiency, interests, and special needs, and attains this knowledge for groups of students.	Teacher actively seeks knowledge of students' backgrounds, cultures, skills, language proficiency, interests, and special needs from a variety of sources, and attains this knowledge for individual students.
<b>1c: Setting instructional outcomes</b>  <b>OPTIONAL</b> Evidence	Instructional outcomes are unsuitable for students, represent trivial or low-level learning, or are stated only as activities. They do not permit viable methods of assessment.	Instructional outcomes are of moderate rigor and are suitable for some students, but consist of a combination of activities and goals, some of which permit viable methods of assessment. They reflect more than one type of learning, but teacher makes no attempt at coordination or integration.	Instructional outcomes are stated as goals reflecting high-level learning and curriculum standards. They are suitable for most students in the class, represent different types of learning, and are capable of assessment. The outcomes reflect opportunities for coordination.	Instructional outcomes are stated as goals that can be assessed, reflecting rigorous learning and curriculum standards. They represent different types of content, offer opportunities for both coordination and integration, and take account of the needs of individual students.
<b>1d: Demonstrating knowledge of resources</b>	Teacher demonstrates little or no familiarity with resources to enhance own knowledge, to use in teaching, or for students	Teacher demonstrates some familiarity with resources available through the school or district to enhance own knowledge, to use in teaching,	Teacher is fully aware of the resources available through the school or district to enhance own knowledge, to use in teaching, or for students who	Teacher seeks out resources in and beyond the school or district in professional organizations, on the Internet, and in the community to enhance own knowledge, to use in teaching, and for students who need

<i>OPTIONAL</i>	who need them. Teacher does not seek such knowledge	or for students who need them. Teacher does not seek to extend such knowledge	need them.	them.
<i>Evidence</i>				
<b>1e: Designing coherent instruction</b>  <b>REQUIRED</b>  <input type="checkbox"/>	The series of learning experiences are poorly aligned with the instructional outcomes and do not represent a coherent structure. They are suitable for only some students.	The series of learning experiences demonstrates partial alignment with instructional outcomes, some of which are likely to engage students in significant learning. The lesson or unit has a recognizable structure and reflects partial knowledge of students and resources.	Teacher coordinates knowledge of content, of students, and of resources, to design a series of learning experiences aligned to instructional outcomes and suitable to groups of students. The lesson or unit has a clear structure and is likely to engage students in significant learning.	Teacher coordinates knowledge of content, of students, and of resources, to design a series of learning experiences aligned to instructional outcomes, differentiated where appropriate to make them suitable to all students and likely to engage them in significant learning. The lesson or unit's structure is clear and allows for different pathways according to student needs.
<i>Evidence</i>				
<b>1f: Designing student assessment</b>  <b>REQUIRED</b>  <input type="checkbox"/>	Teacher's plan for assessing student learning contains no clear criteria or standards, is poorly aligned with the instructional outcomes, or is inappropriate to many students. The results of assessment have minimal impact on the design of future instruction.	Teacher's plan for student assessment is partially aligned with the instructional outcomes, without clear criteria, and inappropriate for at least some students. Teacher intends to use assessment results to plan for future instruction for the class as a whole.	Teacher's plan for student assessment is aligned with the instructional outcomes, using clear criteria, is appropriate to the needs of students. Teacher intends to use assessment results to plan for future instruction for groups of students.	Teacher's plan for student assessment is fully aligned with the instructional outcomes, with clear criteria and standards that show evidence of student contribution to their development. Assessment methodologies may have been adapted for individuals, and the teacher intends to use assessment results to plan future instruction for individual students.
<i>Evidence:</i>				
<b>Domain 4: Professional Responsibilities: Items in bold must be completed (a, e, f)</b>				

<p><b>4a: Reflecting on Teaching</b></p> <p><b>REQUIRED</b></p> 	<p>Teacher does not accurately assess the effectiveness of the lesson, and has no ideas about how the lesson could be improved.</p>	<p>Teacher provides a partially accurate and objective description of the lesson, but does not cite specific evidence. Teacher makes only general suggestions as to how the lesson might be improved.</p>	<p>Teacher provides an accurate and objective description of the lesson, citing specific evidence. Teacher makes some specific suggestions as to how the lesson might be improved.</p>	<p>Teacher's reflection on the lesson is thoughtful and accurate, citing specific evidence. Teacher draws on an extensive repertoire to suggest alternative strategies and predicting the likely success of each.</p>
<p><i>Evidence</i></p>				
<p><b>4b: Maintaining Accurate Records</b></p> <p><b>OPTIONAL</b></p>	<p>Teacher's system for maintaining both instructional and non-instructional records is either non-existent or in disarray, resulting in errors and confusion.</p>	<p>Teacher's system for maintaining both instructional and non-instructional records is rudimentary and only partially effective.</p>	<p>Teacher's system for maintaining both instructional and non-instructional records is accurate, efficient and effective.</p>	<p>Teacher's system for maintaining both instructional and non-instructional records is accurate, efficient and effective, and students contribute to its maintenance.</p>
<p><b>4c: Communicating with Families</b></p> <p><b>REQUIRED</b></p>	<p>Teacher communication with families, about the instructional program, or about individual students, is sporadic or culturally inappropriate. Teacher makes no attempt to engage families in the instructional program.</p>	<p>Teacher adheres to school procedures for communicating with families and makes modest attempts to engage families in the instructional program. But communications are not always appropriate to the cultures of those families.</p>	<p>Teacher communicates frequently with families and successfully engages them in the instructional program. Information to families about individual students is conveyed in a culturally appropriate manner.</p>	<p>Teacher's communication with families is frequent and sensitive to cultural traditions; students participate in the communication. Teacher successfully engages families in the instructional program; as appropriate.</p>
<p><i>Evidence</i></p>				

<p><i>4d: Participating in a Professional Community</i></p> <p><b>REQUIRED</b></p>	<p>Teacher avoids participating in a professional community or in school and district events and projects; relationships with colleagues are negative or self-serving,</p>	<p>Teacher becomes involved in the professional community and in school and district events and projects when specifically asked; relationships with colleagues are cordial.</p>	<p>Teacher participates actively the professional community, and in school and district events and projects, and maintains positive and productive relationships with colleagues.</p>	<p>Teacher makes a substantial contribution to the professional community, to school and district events and projects, and assumes a leadership role among the faculty.</p>
<p><i>Evidence</i></p>				
<p><b>4e: Growing and Developing Professionally</b></p> <p><b>REQUIRED</b></p> 	<p>Teacher does not participate in professional development activities, and makes no effort to share knowledge with colleagues. Teacher is resistant to feedback from supervisors or colleagues.</p>	<p>Teacher participates in professional development activities that are convenient or are required, and makes limited contributions to the profession. Teacher accepts, with some reluctance, feedback from supervisors and colleagues.</p>	<p>Teacher seeks out opportunities for professional development based on an individual assessment of need, and actively shares expertise with others. Teacher welcomes feedback from supervisors and colleagues.</p>	<p>Teacher actively pursues professional development opportunities, and initiates activities to contribute to the profession. In addition, teacher seeks out feedback from supervisors and colleagues.</p>
<p><i>Evidence</i></p>				
<p><b>4f: Demonstrating Professionalism</b></p> <p><b>OPTIONAL</b></p> 	<p>Teacher has little sense of ethics and professionalism, and contributes to practices that are self-serving or harmful to students. Teacher fails to comply with school and district regulations and timelines.</p>	<p>Teacher is honest and well-intentioned in serving students and contributing to decisions in the school, but teacher's attempts to serve students are limited. Teacher complies minimally with school and district regulations, doing just enough to "get by."</p>	<p>Teacher displays a high level of ethics and professionalism in dealings with both students and colleagues, and complies fully with school and district regulations.</p>	<p>Teacher assumes a leadership role in ensuring that school practices and procedures ensure that all students, particularly those traditionally underserved, are honored in the school. Teacher displays the highest standards of ethical conduct.</p>
<p><i>Evidence</i></p>				

HF-L Full Observation Report

Name of Teacher: \_\_\_\_\_

School: \_\_\_\_\_

Grade Level(s): \_\_\_\_\_

Subject(s): \_\_\_\_\_

Name of Observer: \_\_\_\_\_

Date: \_\_\_\_\_

**Brief Summary of the Lesson**

**Evidence of Teaching:**

Strengths of the Lesson

Areas for Growth

**We have conducted a conversation on the above items.**

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

Date \_\_\_\_\_


Administrator's Signature \_\_\_\_\_

Date \_\_\_\_\_

Component	Rubric Score
3a	
3b	
3c	
3d	
3e(optional)	

<b>Domain 3: Instruction: must complete a, b, c, and d</b>				
<b>3a: Communicating with students</b>  <b>REQUIRED</b>  <input type="checkbox"/>	Expectations for learning, directions and procedures, and explanations of content are unclear or confusing to students. Teacher's use of language contains errors or is inappropriate to students' cultures or levels of development.	Expectations for learning, directions and procedures, and explanations of content are clarified after initial confusion; teacher's use of language is correct but may not be completely appropriate to students' cultures or levels of development.	Expectations for learning, directions and procedures, and explanations of content are clear to students. Communications are appropriate to students' cultures and levels of development	Expectations for learning, directions and procedures, and explanations of content are clear to students. Teacher's oral and written communication is clear and expressive, appropriate to students' cultures and levels of development, and anticipates possible student misconceptions.
<i>Evidence</i>				
<b>3b: Using questioning and discussion techniques</b>  <b>REQUIRED</b>  <input type="checkbox"/>	Teacher's questions are low-level or inappropriate, eliciting limited student participation, and recitation rather than discussion.	Some of the teacher's questions elicit a thoughtful response, but most are low-level, posed in rapid succession. Teacher attempts to engage all students in the discussion are only partially successful.	Most of the teacher's questions elicit a thoughtful response, and the teacher allows sufficient time for students to answer. All students participate in the discussion, with the teacher stepping aside when appropriate.	Questions reflect high expectations and are culturally and developmentally appropriate. Students formulate many of the high-level questions and ensure that all voices are heard.
<i>Evidence</i>				
<b>3c: Engaging students in learning</b>  <b>REQUIRED</b>  <input type="checkbox"/>	Activities and assignments, materials, and groupings of students are inappropriate to the instructional outcomes, or students' cultures or levels of understanding, resulting in little intellectual engagement. The lesson has no structure or is poorly paced.	Activities and assignments, materials, and groupings of students are partially appropriate to the instructional outcomes, or students' cultures or levels of understanding, resulting in moderate intellectual engagement. The lesson has a recognizable structure but is not fully maintained.	Activities and assignments, materials, and groupings of students are fully appropriate to the instructional outcomes, and students' cultures and levels of understanding. All students are engaged in work of a high level of rigor. The lesson's structure is coherent, with appropriate pace.	Students are highly intellectually engaged throughout the lesson in significant learning, and make material contributions to the activities, student groupings, and materials. The lesson is adapted as needed to the needs of individuals, and the



				structure and pacing allow for student reflection and closure.
<i>Evidence</i>				
<b>3d: Using Assessment in Instruction</b>  <b>REQUIRED</b>  	Assessment is not used in instruction, either through students' awareness of the assessment criteria, monitoring of progress by teacher or students, or through feedback to students.	Assessment is occasionally used in instruction, through some monitoring of progress of learning by teacher and/or students. Feedback to students is uneven, and students are aware of only some of the assessment criteria used to evaluate their work.	Assessment is regularly used in instruction, through self-assessment by students, monitoring of progress of learning by teacher and/or students, and through high quality feedback to students. Students are fully aware of the assessment criteria used to evaluate their work.	Assessment is used in a sophisticated manner in instruction, through student involvement in establishing the assessment criteria, self-assessment by students and monitoring of progress by both students and teachers, and high quality feedback to students from a variety of sources.
<i>Evidence</i>				
<b>3e: Demonstrating flexibility and responsiveness</b>  <b>OPTIONAL</b>	Teacher adheres to the instruction plan, even when a change would improve the lesson or of students' lack of interest. Teacher brushes aside student questions; when students experience difficulty, the teacher blames the students or their home environment.	Teacher attempts to modify the lesson when needed and to respond to student questions, with moderate success. Teacher accepts responsibility for student success, but has only a limited repertoire of strategies to draw upon.	Teacher promotes the successful learning of all students, making adjustments as needed to instruction plans and accommodating student questions, needs and interests.	Teacher seizes an opportunity to enhance learning, building on a spontaneous event or student interests. Teacher ensures the success of all students, using an extensive repertoire of instructional strategies.
<i>Evidence</i>				

**HF-L Report  
Unannounced Classroom Observation**

Name of Teacher: \_\_\_\_\_

School: \_\_\_\_\_

Grade Level(s): \_\_\_\_\_

Subject(s): \_\_\_\_\_

Name of Observer: \_\_\_\_\_

Date: \_\_\_\_\_

**Brief Summary of the Lesson**

**Evidence of Teaching:**

Strengths of the Lesson
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Areas for Growth
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Teacher's Signature \_\_\_\_\_


Date \_\_\_\_\_

Administrator's Signature \_\_\_\_\_

Date \_\_\_\_\_

A conference is not mandatory for this observation, but may be requested by either party.

Component	Rubric Score
2b	
2c	
2d	
2e-optional	
2a-optional	

<p><b>2b:</b> <b>Establishing a culture for learning</b></p> <p><b>REQUIRED</b></p> 	<p>The classroom environment conveys a negative culture for learning, characterized by low teacher commitment to the subject, low expectations for student achievement, and little or no student pride in work.</p>	<p>Teacher's attempt to create a culture for learning are partially successful, with little teacher commitment to the subject, modest expectations for student achievement, and little student pride in work. Both teacher and students appear to be only "going through the motions."</p>	<p>The classroom culture is characterized by high expectations for most students, genuine commitment to the subject by both teacher and students, with students demonstrating pride in their work.</p>	<p>High levels of student energy and teacher passion for the subject create a culture for learning in which everyone shares a belief in the importance of the subject, and all students hold themselves to high standards of performance, for example by initiating improvements to their work.</p>
<p><b>Evidence:</b> <b>Students:</b> <b>Few demonstrate participation:</b></p> <ul style="list-style-type: none"> <li><input type="checkbox"/> Off task or minimal participation</li> <li><input type="checkbox"/> Produce none or poor quality work</li> <li><input type="checkbox"/> Few turn in required work</li> </ul> <p><b>Teacher:</b> <b>Conveys a negative attitude and/or no expectations:</b></p> <ul style="list-style-type: none"> <li><input type="checkbox"/> Engages in off task conversations</li> <li><input type="checkbox"/> Assigns task(s) without establishing purpose</li> <li><input type="checkbox"/> Does not provide directions</li> <li><input type="checkbox"/> Does not use posters, artifacts, or documents that support / reinforce learning objectives</li> <li><input type="checkbox"/> Provides little or no assistance to students</li> <li><input type="checkbox"/> Does not provide opportunities for reinforcement</li> </ul>	<p><b>Students:</b> <b>Some demonstrate participation:</b></p> <ul style="list-style-type: none"> <li><input type="checkbox"/> Mixed engagement in tasks</li> <li><input type="checkbox"/> Produce parts of the work</li> <li><input type="checkbox"/> Some turn in required work</li> </ul> <p><b>Teacher:</b> <b>Conveys minimal expectations about the importance of the task:</b></p> <ul style="list-style-type: none"> <li><input type="checkbox"/> Assigns task with minimal explanation of purpose</li> <li><input type="checkbox"/> Conveys modest expectations</li> <li><input type="checkbox"/> Delivers confusing directions</li> <li><input type="checkbox"/> Uses some posters, artifacts, or documents to support / reinforce learning objectives</li> <li><input type="checkbox"/> Provides assistance / support to few students</li> <li><input type="checkbox"/> Provides opportunities for reinforcement to some students</li> </ul>	<p><b>Students:</b> <b>Most demonstrate participation:</b></p> <ul style="list-style-type: none"> <li><input type="checkbox"/> Engage in task(s)</li> <li><input type="checkbox"/> Produce work that meets expectation</li> <li><input type="checkbox"/> Ask questions for clarification</li> <li><input type="checkbox"/> Most turn in required work</li> </ul> <p><b>Teacher:</b> <b>Conveys enthusiasm and high expectations:</b></p> <ul style="list-style-type: none"> <li><input type="checkbox"/> Explains purpose of learning / work</li> <li><input type="checkbox"/> Tone / body language conveys enthusiasm</li> <li><input type="checkbox"/> Shares personal learning experiences</li> <li><input type="checkbox"/> Emphasizes importance of work / content through posters, displays, documents, etc.</li> <li><input type="checkbox"/> Shares high expectations for most students</li> <li><input type="checkbox"/> Emphasizes / affirms hard work and effort</li> <li><input type="checkbox"/> Expects all students to turn in work</li> <li><input type="checkbox"/> Provides opportunities for:             <ul style="list-style-type: none"> <li>o student choice</li> <li>o students to take risks / ask questions</li> <li>o students to reinforce / develop learning over time</li> </ul> </li> </ul>	<p><b>Students:</b> <b>All demonstrate active participation:</b></p> <ul style="list-style-type: none"> <li><input type="checkbox"/> Articulate learning goals</li> <li><input type="checkbox"/> Express importance of work</li> <li><input type="checkbox"/> Develop and ask questions</li> <li><input type="checkbox"/> Conduct inquiry</li> <li><input type="checkbox"/> Post / share work with others</li> <li><input type="checkbox"/> Convey enthusiasm</li> <li><input type="checkbox"/> Attribute success to effort</li> <li><input type="checkbox"/> Make connection(s) with real life</li> </ul> <p><b>Take initiative / advantage of opportunities to:</b></p> <ul style="list-style-type: none"> <li><input type="checkbox"/> Choose projects</li> <li><input type="checkbox"/> Show individuality / creativity in demonstrating learning</li> </ul> <p><b>Initiate improvement:</b></p> <ul style="list-style-type: none"> <li><input type="checkbox"/> Provide assistance to peers</li> <li><input type="checkbox"/> Reflect on own learning / work</li> <li><input type="checkbox"/> Edit and refine work over time</li> </ul> <p><b>Teacher:</b> <b>Conveys high expectations though outcomes, activities, instruction:</b></p> <ul style="list-style-type: none"> <li><input type="checkbox"/> High expectations are expressed and/or modeled for all students</li> </ul>	

			<input type="checkbox"/> Expectations encourage active participation and enthusiasm for learning for all students	
<b>Additional Evidence:</b>	<b>Additional Evidence:</b>	<b>Additional Evidence:</b>	<b>Additional Evidence:</b>	
<b>2c: Managing classroom procedures REQUIRED</b> <input type="checkbox"/>	Much instructional time is lost due to inefficient classroom routines and procedures, for transitions, handling of supplies, and performance of non-instructional duties.	Some instructional time is lost due to only partially effective classroom routines and procedures, for transitions, handling of supplies, and performance of non-instructional duties.	Little instructional time is lost due to classroom routines and procedures, for transitions, handling of supplies, and performance of non-instructional duties, which occur smoothly.	Students contribute to the seamless operation of classroom routines and procedures, for transitions, handling of supplies, and performance of non-instructional duties

<p><b>Evidence:</b> <b>Students:</b> <b>Few are engaged:</b></p> <ul style="list-style-type: none"> <li><input type="checkbox"/> Lack collaboration within group</li> <li><input type="checkbox"/> Conversations interfere with learning</li> <li><input type="checkbox"/> Disruptive behavior is evident</li> </ul> <p><b>Teacher:</b> <b>Creates small groups:</b></p> <ul style="list-style-type: none"> <li><input type="checkbox"/> Pre-planning of groups does not occur</li> <li><input type="checkbox"/> Tasks are stated, but not explained</li> <li><input type="checkbox"/> Feedback to groups is only provided when problems arise or when questions are asked</li> </ul> <p><b>Fails to orchestrate transitions resulting in significant loss of instructional time:</b></p> <ul style="list-style-type: none"> <li><input type="checkbox"/> Directions are confusing or sparse</li> </ul> <p><b>Handling of non-instructional duties occurs with significant loss of instructional time:</b></p> <ul style="list-style-type: none"> <li><input type="checkbox"/> Directions are confusing or sparse</li> <li><input type="checkbox"/> Teacher uses few or no organizational devices to help students (color coding, labeling, baskets, student folders, etc.)</li> <li><input type="checkbox"/> Materials are not prepared for distribution</li> </ul> <p><b>Lacks routine for utilizing co-teacher and paraprofessionals:</b></p> <ul style="list-style-type: none"> <li><input type="checkbox"/> Co-teacher / para are not working with students</li> <li><input type="checkbox"/> Co-teacher / para are not carrying out non-instructional duties</li> </ul>	<p><b>Students:</b> <b>Some are engaged with supervision:</b></p> <ul style="list-style-type: none"> <li><input type="checkbox"/> Start task after further direction</li> <li><input type="checkbox"/> Group members collaborate as directed</li> <li><input type="checkbox"/> Cease work until support is given</li> </ul> <p><b>Teacher:</b> <b>Organizes small groups with procedures for group work established</b></p> <ul style="list-style-type: none"> <li><input type="checkbox"/> Pre-planned groupings are assigned by teacher</li> <li><input type="checkbox"/> Roles, behavioral expectations and tasks are assigned, but not clarified</li> <li><input type="checkbox"/> Interactions with groups is inconsistent</li> </ul> <p><b>Attempts to orchestrate transitions, but some loss of instructional time occurs:</b></p> <ul style="list-style-type: none"> <li><input type="checkbox"/> Transition procedures are stated, but not well established</li> <li><input type="checkbox"/> Signals for attention are attempted, but not established</li> <li><input type="checkbox"/> Time is used as a motivator, but limits are not upheld or are confusing</li> </ul> <p><b>Establishes routines, with loss of instructional time:</b></p> <ul style="list-style-type: none"> <li><input type="checkbox"/> Procedures are stated, but not routine</li> <li><input type="checkbox"/> Teacher uses some organizational devices to help students (color coding, labeling, baskets, student folders, etc.)</li> <li><input type="checkbox"/> Materials are distributed by teacher</li> </ul>	<p><b>Students:</b> <b>Most are productively engaged without direct supervision:</b></p> <ul style="list-style-type: none"> <li><input type="checkbox"/> Group members assume responsibilities for task</li> </ul> <p><b>Teacher:</b> <b>Organizes small groups with well established procedures:</b></p> <ul style="list-style-type: none"> <li><input type="checkbox"/> Pre-planned groupings are based on instructional goals / differentiated instruction</li> <li><input type="checkbox"/> Individual roles are assigned</li> <li><input type="checkbox"/> Group expectations are communicated</li> <li><input type="checkbox"/> Checks for understanding take place</li> <li><input type="checkbox"/> Feedback is provided to each group</li> </ul> <p><b>Orchestrates transitions smoothly with little loss of instructional time:</b></p> <ul style="list-style-type: none"> <li><input type="checkbox"/> Procedures are taught, modeled and/or practiced</li> <li><input type="checkbox"/> Signals for attention are established</li> <li><input type="checkbox"/> Time limits are used as a motivator</li> </ul> <p><b>Establishes routines, resulting in little loss of instructional time:</b></p> <ul style="list-style-type: none"> <li><input type="checkbox"/> Routines are taught and learned</li> <li><input type="checkbox"/> Teacher uses organizational devices to help students (color coding, labeling, baskets, student folders, etc.)</li> <li><input type="checkbox"/> Materials are accessible for student use</li> </ul>	<p><b>Students:</b> <b>Assume responsibilities that contribute to the seamless operation of the classroom:</b></p> <ul style="list-style-type: none"> <li><input type="checkbox"/> Provide input / brainstorm</li> <li><input type="checkbox"/> Assign and/or reinforce roles</li> <li><input type="checkbox"/> Monitor and/or correct group members</li> <li><input type="checkbox"/> Explain expectations</li> <li><input type="checkbox"/> Self-assess their work</li> <li><input type="checkbox"/> Take initiative</li> </ul> <p><b>Teacher:</b> <b>Has developed student autonomy as noted above:</b></p> <ul style="list-style-type: none"> <li><input type="checkbox"/> Small groups are productively engaged</li> <li><input type="checkbox"/> Transitions are seamless</li> <li><input type="checkbox"/> Routines for handling supplies and/or other non-instructional duties are seamless</li> </ul> <p><b>Collaborates with co-teacher and paraprofessionals resulting in substantive contributions:</b></p> <ul style="list-style-type: none"> <li><input type="checkbox"/> Lesson design incorporates contributions / roles of co-teacher and/or para</li> <li><input type="checkbox"/> Co-teacher and/or para demonstrates flexibility by addressing unanticipated changes in situations / student needs by adjusting duties</li> <li><input type="checkbox"/> Lesson design incorporates co-teacher and/or para's suggestions</li> <li><input type="checkbox"/> Collaborative reflection is both scheduled formally and occurs informally, such as at the end of the class period or end of the day</li> </ul>
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	<p><b>Provides direct instruction to co-teacher and paraprofessionals as lesson progresses:</b></p> <ul style="list-style-type: none"> <li><input type="checkbox"/> Expectations are stated as work is started</li> <li><input type="checkbox"/> Co-teacher / para waits to be directed by the teacher</li> <li><input type="checkbox"/> Feedback is given when problems arise</li> </ul>	<p><b>Prepares co-teacher and paraprofessionals resulting in productive and independent engagement:</b></p> <ul style="list-style-type: none"> <li><input type="checkbox"/> Co-teacher / para monitors assigned students as part of routine practice</li> <li><input type="checkbox"/> Co-teacher / para initiates support based on observed need(s)</li> <li><input type="checkbox"/> Co-teacher / para initiates non-instructional duties as needed</li> <li><input type="checkbox"/> Feedback is given on a regular basis</li> </ul>		
<p><b>Additional Evidence:</b></p>	<p><b>Additional Evidence:</b></p>	<p><b>Additional Evidence:</b></p>	<p><b>Additional Evidence:</b></p>	
<p><b>2d: Managing student behavior</b></p> <p><b>REQUIRED</b></p> <div style="border: 1px solid orange; width: 40px; height: 15px; margin-top: 5px;"></div>	<p>There is no evidence that standards of conduct have been established, and little or no teacher monitoring of student behavior. Response to student misbehavior is repressive, or disrespectful of student dignity.</p>	<p>It appears that the teacher has made an effort to establish standards of conduct for students. Teacher tries, with uneven results, to monitor student behavior and respond to student misbehavior.</p>	<p>Standards of conduct appear to be clear to students, and the teacher monitors student behavior against those standards. Teacher response to student misbehavior is appropriate and respects the students' dignity.</p>	<p>Standards of conduct are clear, with evidence of student participation in setting them. Teacher's monitoring of student behavior is subtle and preventive, and teacher's response to student misbehavior is sensitive to individual student needs. Students take an active role in monitoring the standards of behavior.</p>
<p><b>Evidence:</b></p> <p><b>Students:</b>  <b>Few exhibit standards of behavior and/or behavioral issues disrupt the flow of the class</b></p> <ul style="list-style-type: none"> <li><input type="checkbox"/> Students continue unacceptable behavior after corrections / comments</li> </ul> <p><b>Teacher:</b>  <b>Standards of conduct are only communicated in response to</b></p>	<p><b>Students:</b>  <b>Some exhibit standards of behavior</b></p> <ul style="list-style-type: none"> <li><input type="checkbox"/> Students' behavior reflects posted standards after negative, emotional, public corrections/comments</li> <li><input type="checkbox"/> Some students do not immediately respond to corrections / comments</li> </ul> <p><b>Teacher:</b>  <b>Has presented standards of</b></p>	<p><b>Students:</b>  <b>Most exhibit standards of behavior</b></p> <ul style="list-style-type: none"> <li><input type="checkbox"/> Students' behavior reflects posted standards with minimal corrections / comments</li> </ul> <p><b>Teacher:</b>  <b>Standards of conduct are clear to all students:</b></p> <ul style="list-style-type: none"> <li><input type="checkbox"/> Most posted rules are stated in a</li> </ul>	<p><b>Students:</b>  <b>All exhibit standards and participated in their development</b></p> <ul style="list-style-type: none"> <li><input type="checkbox"/> Able to explain standards and their importance to others</li> <li><input type="checkbox"/> Make suggestions / proposals to enhance learning environment</li> <li><input type="checkbox"/> Devise and/or use a system for monitoring their own behavior</li> <li><input type="checkbox"/> Acknowledge appropriate behavior of peers</li> </ul>	

<p><b>inappropriate behaviors:</b>  <input type="checkbox"/> Unacceptable behavior is not defined or communicated  <input type="checkbox"/> Behavior is deemed as unacceptable as it occurs</p> <p><b>Does not monitor student behavior:</b>  <input type="checkbox"/> Remains in one area of classroom  <input type="checkbox"/> Focuses on materials and/or computer</p> <p><b>Responds to misbehavior ineffectively:</b>  <input type="checkbox"/> Corrects / disciplines student(s) publicly  <input type="checkbox"/> Addresses problem behavior(s) emotionally</p>	<p><b>conduct to students:</b>  <input type="checkbox"/> Rules are posted in the classroom are complicated and not in student terms  <input type="checkbox"/> Behavior expectations are reviewed</p> <p><b>Sporadically monitors student behavior:</b>  <input type="checkbox"/> Walks around some parts of the classroom when inappropriate behaviors are observed  <input type="checkbox"/> Makes eye contact with some students</p> <p><b>Responds to misbehavior with mixed results:</b>  <input type="checkbox"/> Explains problem behavior to student(s) in generalities  <input type="checkbox"/> Is responsive to suggestions for help from available support staff</p>	<p>positive manner  <input type="checkbox"/> Posted rules are manageable in number  <input type="checkbox"/> Behavior expectations are reviewed and modeled prior to the activity  <input type="checkbox"/> Teacher checks students' understanding of standards of conduct</p> <p><b>Is alert to student behavior:</b>  <input type="checkbox"/> Walks around majority of classroom  <input type="checkbox"/> Makes eye contact with most students  <input type="checkbox"/> Uses nonverbal signals with individual students</p> <p><b>Responds to misbehavior appropriately, successfully, and respectfully:</b>  <input type="checkbox"/> Talks to students privately  <input type="checkbox"/> Explains problem behavior to student(s) in objective terms  <input type="checkbox"/> Uses nonverbal signals  <input type="checkbox"/> Enlists help of available support staff</p>	<p><b>Teacher:</b>  <b>Has made standards of conduct clear to all students:</b>  <input type="checkbox"/> Behavior is explained, reviewed and/or modeled prior to the activity  <input type="checkbox"/> Involves students in revising standards if they are not working</p> <p><b>Proactively monitors student behavior at all times:</b>  <input type="checkbox"/> Systematically moves around entire classroom  <input type="checkbox"/> Uses proximity or makes quiet comments when eye contact is ineffective  <input type="checkbox"/> Works with individual students to devise nonverbal signals to redirect efforts  <input type="checkbox"/> Proactively engages available support staff</p> <p><b>Responds to misbehavior appropriately, successfully, respectfully, and collaboratively:</b>  <input type="checkbox"/> When speaking to student privately, asks student for input about prevention of problem behavior  <input type="checkbox"/> Asks student(s) to reflect on and explain problem behavior to teacher  <input type="checkbox"/> Routinely uses nonverbal signals</p>	
<p><b>Additional Evidence:</b></p>	<p><b>Additional Evidence:</b></p>	<p><b>Additional Evidence:</b></p>	<p><b>Additional Evidence:</b></p>	
<p><i>2a: Creating an environment</i></p>	<p>Classroom interactions, both between the teacher and students and among</p>	<p>Classroom interactions, both between the teacher and students and among students, are generally appropriate</p>	<p>Classroom interactions, between teacher and students and among students are polite and respectful,</p>	<p>Classroom interactions among the teacher and individual students are highly respectful, reflecting genuine</p>

<p><i>of respect and rapport</i></p> <p><b>OPTIONAL</b></p>	<p>students, are negative, inappropriate, or insensitive to students' cultural backgrounds, and characterized by sarcasm, put-downs, or conflict.</p>	<p>and free from conflict but may be characterized by occasional displays of insensitivity or lack of responsiveness to cultural or developmental differences among students.</p>	<p>reflecting general warmth and caring, and are appropriate to the cultural and developmental differences among groups of students.</p>	<p>warmth and caring and sensitivity to students' cultures and levels of development. Students themselves ensure high levels of civility among members of the class.</p>
<p>Evidence:</p>				
<p><i>2e:Organizing physical space</i></p> <p><b>OPTIONAL</b></p>	<p>The physical environment is unsafe, or some students don't have access to learning. There is poor alignment between the physical arrangement and the lesson activities.</p>	<p>The classroom is safe, and essential learning is accessible to most students, and the teacher's use of physical resources, including computer technology, is moderately effective. Teacher may attempt to modify the physical arrangement to suit learning activities, with partial success.</p>	<p>The classroom is safe, and learning is accessible to all students; teacher ensures that the physical arrangement is appropriate to the learning activities. Teacher makes effective use of physical resources, including computer technology.</p>	<p>The classroom is safe, and the physical environment ensures the learning of all students, including those with special needs. Students contribute to the use or adaptation of the physical environment to advance learning. Technology is used skillfully, as appropriate to the lesson.</p>
<p>Evidence:</p>				



**HF-L Teacher Improvement Plan**  
**Improvement Plan must be implemented for composite scores of Developing or Ineffective**

Teacher \_\_\_\_\_ Date \_\_\_\_\_  
 Building(s) \_\_\_\_\_ Follow-up Date \_\_\_\_\_  
 Please check appropriate lines: Probationary \_\_\_\_\_ Tenured \_\_\_\_\_ Annual Appointment \_\_\_\_\_  
 Circle Overall HEDI Rating: Developing \_\_\_\_\_ Ineffective \_\_\_\_\_

Goal(s): \_\_\_\_\_  
 \_\_\_\_\_

Domain and Component	Strategies and Support	Resources Needed	Evidence

Evaluator's Signature \_\_\_\_\_ Date \_\_\_\_\_

Teacher's Signature \_\_\_\_\_ Date \_\_\_\_\_

**EVIDENCE AND FOLLOW-UP CONFERENCE PROGRESS:**

Date	Evidence	Comments

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

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

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

The parties hereby agree that:

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

Dated: 11/12/99

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

\_\_\_\_\_  
President, Honeoye Falls-Lima Central  
School District Education Association

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

Dated: 7/21/05

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

\_\_\_\_\_  
President, Honeoye Falls-Lima Central  
School District Education Association

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

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

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

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

The parties agree that:

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

7  
8 Dated: 8/17/01

9  
10 \_\_\_\_\_  
11 Diane E. Reed  
12 Superintendent of Schools

\_\_\_\_\_

David Young  
President, HFL Education Association

13  
14 **The extension of this pilot program continues to be the practice at the High School and is**  
15 **successful. This program will continue until such time another agreement is deemed necessary.**

16  
17 Dated: 7/11/05

18  
19 \_\_\_\_\_  
20 Diane E. Reed  
21 Superintendent of Schools

\_\_\_\_\_

David Young  
President, HFL Education Association

22

**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 Agreement**  
**Between the Honeoye Falls-Lima Central School District and the**  
**Honeoye Falls-Lima Education Association**

WHEREAS, the Honeoye Falls-Lima Central School District and the Honeoye Falls-Lima Education Association have negotiated an Annual Professional Performance Appraisal Review process as part of the 2012-2015 collective bargaining agreement and both parties recognize that certain modifications and clarifications to the APPR process will make the implementation more effective, then both parties agree as follows:

1. HFLEA and the HFL District agree that the reference to the word "Multiple Measures" in the local assessment can include a single assessment that is both comprehensive and incorporates the significant priorities (key ideas / performance indicators and/or skills) of the course. The use of a single assessment for the local measure shall be mutually agreed upon by the teacher and the principal.
2. HFLEA and the HFL District agree that the teachers offering 10-week courses may use a single, summative assessment of the priorities of the course. During a given school year, teachers may combine the results of this same assessment given over multiple quarters of the same course to create their local assessment score.

- 1 3. HFLEA and the HFL District agree that if a state assessment is given in a course and that
- 2 assessments is not used as component for the teacher's growth (SLO) measure, then that state
- 3 assessment may be used as for the teacher's local achievement assessment.
- 4 4. HFLEA and the HFL District agree that the language in Section H, Framework Letter D and Letter
- 5 E will read as follows:
- 6 d) Calculating Scores:
- 7 1. Scores will be calculated by assigning a rating to each component area observed
- 8 (e.g., Domain 1a) of: Highly Effective, Effective, Developing or Ineffective.
- 9 **Components not observed will not be in the rating calculation.**
- 10 2. Once a rating is assigned then a corresponding number shall be assigned to each
- 11 rating as follows: 4 for Highly Effective, 3 for Effective, 2 for Developing, and 1 for
- 12 Ineffective.
- 13 3. Once a member is assigned to each rating, a score for each domain will be calculated
- 14 by determining the average score of the rated components.
- 15 4. Once an average score for each domain has been derived, they will be weighted as
- 16 follows:
- 17 Domain 1 = 1.00
- 18 Domain 2 = 1.00
- 19 Domain 3 = 1.10
- 20 Domain 4 = 1.00
- 21 5. The weighted domain scores will be averaged together to determine a final weighted
- 22 score of 1-4.
- 23 5. HFLEA and the HFL District agree that, upon mutual agreement of the Principal and Teacher,
- 24 local achievement scores may either be based on the class average of the accepted assessments
- 25 or based on achievement targets. Requests to use achievement targets for specific courses must
- 26 include supportive data and a rationale to justify the selected targets.

27  
28  
29 For the District:

For the Association:

30  
31  
32 \_\_\_\_\_  
Philip Burrows, Acting Superintendent  
33 Honeoye Falls-Lima Central School

\_\_\_\_\_

Daniel Michalski, President  
Honeoye Falls-Lima Education Association

34  
35 12/14/12  
36 Date Signed

12/17/12  
Date Signed

1           STIPULATION OF SETTLEMENT AGREEMENT BETWEEN THE HONEOY FALLS-LIMA CENTRAL  
2           SCHOOL DISTRICT AND THE HONEOYE FALLS-LIMA EDUCATION ASSOCIATION  
3

4       WHEREAS, the Honeoye Falls-Lima Central School District (hereinafter referred to as, "District") and the  
5       Honeoye Falls-Lima Education Association (hereinafter referred to as, "Association") wish to enter into an  
6       agreement; and  
7

8       WHEREAS, the District and Association have conferred on this matter and desire to resolve the issue by  
9       agreement rather than resort to litigation or administrative process; and  
10

11       WHEREAS, District and the Association believe the following to be in the best interest of both parties; and  
12

13       THEREFORE, in consideration of the mutual agreement set forth below the parties agree as follows:

- 14       1. The District recognizes the Honeoye Falls-Lima Education Association as the exclusive bargaining  
15       agent for Association unit members.
- 16       2. The parties agree that Per Article V.3.B, Article V.3.E, and all other provisions that may apply of  
17       the 2012-2015 collective bargaining agreement, summer school and summer program tutoring is  
18       the exclusive work of the Association.
- 19       3. The parties agree that all future summer school and summer tutoring for students of the Honeoye  
20       Falls-Lima Central School District will be made available to all Association unit members.
- 21       4. The parties agree that the District will communicate to all Association unit members in writing by  
22       school email any and all future opportunities offered by the District for summer school and  
23       summer tutor work, and provide an opportunity for all Association unit members to apply for such  
24       work as per Article VII.2 of the collective bargaining agreement.
- 25       5. The parties agree that if the District is unable to fill all future summer school and summer tutoring  
26       positions with Association unit members, it will contact the Association President immediately.
- 27       6. In mutual settlement the District will make available to the Association and its unit members the  
28       amount of \$7,265.00 for individual professional development through  
29       compensation/reimbursement at the hourly rate of \$24.00 per Article V.3.D beginning July 21,  
30       2014 until this amount is exhausted. This amount represents the District total cost (\$6,945.00 +  
31       \$320.00) for contracting with the Falls View Academy to perform the Association work of tutoring  
32       during the summer of 2014. This money will become available upon signature of this Stipulation of  
33       Settlement Agreement.
- 34       7. In mutual settlement the District will communicate in writing by school email the professional  
35       development opportunity created for all unit members due to this Stipulation of Settlement  
36       Agreement and use the automated call system to alert all Association unit members to check their  
37       school email for this information.
- 38       8. In mutual settlement the District and the Association will work together to develop the process for  
39       approval of professional development and payment of this money that is mutually agreeable to  
40       both parties. The agreed to processes will be communicated to the Association unit members in  
41       writing by the District using the school email.
- 42       9. The Association on its own behalf and on behalf of its unit members agrees not to file any  
43       grievance, lawsuit or other action challenging the actions of the District with respect to the contract  
44       between the District and the Fallsview Academy for the months of July/ August 2014 upon  
45       signature of this Stipulation of Settlement Agreement.
- 46       10. The District and the Association have read this Stipulation of Settlement Agreement and had its  
47       provisions explained to them by their attorney or representative of their choice and fully  
48       understand the provision of the agreement.
- 49       11. This Stipulation of Settlement represents the full, final and complete agreement of the parties  
50       superseding any oral agreements or understandings, and may not be waived, modified or  
51       discharged orally, but only by a written agreement signed by the parties hereto.
- 52       12. If any provision of this Stipulation of Settlement is unenforceable or unlawful, the remaining  
53       provisions of the Stipulation of Settlement shall remain valid and enforceable.
- 54       13. Both parties enter this Stipulation of Settlement Agreement, knowingly, freely without coercion.
- 55       14. Signatures below indicate all parties being duly authorized have read the foregoing and enter into  
56       this agreement.
- 57       15. This Stipulation of Settlement shall become effective upon the appropriate signatures of the  
58       parties.  
59

1 IN WITNESS WHEREOF, this settlement agreement has been executed this 28th day of July, 2014 intend  
2 to be legally bound.  
3  
4  
5

6 \_\_\_\_\_  
7 Philip W. Burrows, Deputy Superintendent  
8

7/28/14  
Date

9  
10  
11 \_\_\_\_\_  
12 Dan Michalski, President of the  
13 Honeoye Falls-Lima Education Association

7/28/14  
Date

**STIPULATION OF SETTLEMENT AGREEMENT  
BETWEEN THE HONEOYE FALLS-LIMA CENTRAL SCHOOL DISTRICT  
AND THE HONEOYE FALLS-LIMA EDUCATION ASSOCIATION**

WHEREAS, the Honeoye Falls-Lima Central School District (hereinafter referred to as, "District") and the Honeoye Falls-Lima Education Association (hereinafter referred to as, "Association") wish to enter into an agreement; and

WHEREAS, the District and the Association have agreed to a Collective Bargaining Agreement effective from July 1, 2012 through June 30, 2015; and

WHEREAS, the District and Association have conferred on this matter and desire to resolve the issue by agreement rather than resort to litigation or administrative process; and

WHEREAS, District and the Association believe the following to be in the best interest of both parties; and

THEREFORE, in consideration of the mutual agreement set forth below the parties agree as follows:

1. The District recognizes the Honeoye Falls-Lima Education Association as the exclusive bargaining agent for Association unit members.
2. Individual unit members will not be offered or granted forms of payment by the District outside of the language set out in the Collective Bargaining Agreement.
3. In mutual settlement, the parties agree to the addition of the title Strength Coach (each season) to the list of titles for Level 3 in Appendix B of the Collective Bargaining Agreement.
4. In mutual settlement, the parties agree that James Porcella will be appointed as the Strength Coach for the fall athletic season and placed on Step 1 of Level 3 of the salary schedule in Appendix B of the Collective Bargaining Agreement. This will be retroactive to August 18, 2014.
5. The Association on its own behalf and on behalf of its unit members agrees not to file any grievance, lawsuit or other action challenging the actions of the District with respect to negotiating with an individual unit member to create a position (Strength Coach) and compensation for the position that is not contained in the Collective Bargaining Agreement.
6. The District and the Association have read this Stipulation of Settlement Agreement and had its provisions explained to them by their attorney or representative of their choice and fully understand the provision of the agreement.
7. This Stipulation of Settlement represents the full, final and complete agreement of the parties superseding any oral agreements or understandings, and may not be waived, modified or discharged orally, but only by a written agreement signed by the parties hereto.
8. If any provision of this Stipulation of Settlement is unenforceable or unlawful, the remaining provisions of the Stipulation of Settlement shall remain valid and enforceable.
9. Both parties enter this Stipulation of Settlement Agreement, knowingly, freely without coercion.
10. Signatures below indicate all parties being duly authorized have read the foregoing and enter into this agreement.
11. This Stipulation of Settlement shall become effective upon the appropriate signatures of the parties.
12. This agreement is in no way precedent setting.

IN WITNESS WHEREOF, this settlement agreement has been executed this 2<sup>nd</sup> day of October, 2014 intend to be legally bound.

\_\_\_\_\_  
Gene Mancuso, Superintendent of the  
Honeoye Falls-Lima Central School District

10/2/14  
\_\_\_\_\_  
Date

\_\_\_\_\_  
Dan Michalski, President of the  
Honeoye Falls-Lima Education Association

10/2/14  
\_\_\_\_\_  
Date



**STIPULATION OF SETTLEMENT AGREEMENT  
BETWEEN THE HONEOYE FALLS-LIMA CENTRAL SCHOOL DISTRICT  
AND THE HONEOYE FALLS-LIMA EDUCATION ASSOCIATION**

WHEREAS, the Honeoye Falls-Lima Central School District (hereinafter referred to as, "District") and the Honeoye Falls-Lima Education Association (hereinafter referred to as, "Association") wish to enter into an agreement; and

WHEREAS, the District and the Association have agreed to a Collective Bargaining Agreement effective from July 1, 2012 through June 30, 2015; and

WHEREAS, the District and Association have conferred on this matter and desire to resolve the issue by agreement rather than resort to litigation or administrative process; and

WHEREAS, District and the Association believe the following to be in the best interest of both parties; and

THEREFORE, in consideration of the mutual agreement set forth below the parties agree as follows:

1. The District recognizes the Honeoye Falls-Lima Education Association as the exclusive bargaining agent for Association unit members.
2. Individual unit members will not be offered or granted forms of payment by the District outside of the language set out in the Collective Bargaining Agreement.
3. The District recognizes that the Collective Bargaining Agreement must be followed regarding appointments to and rates of pay for positions contained within the document.
4. In mutual settlement, the parties agree to addition of the title Assistant Athletic Trainer (full year) to the list of titles for Level 4 in Appendix B of the Collective Bargaining Agreement.
5. In mutual settlement, the parties agree that James Porcella will be appointed as the Assistant Athletic Trainer for the 2014-15 school year and placed on Step 3 of Level 4 of the salary schedule in Appendix B of the Collective Bargaining Agreement. This will be retroactive to August 18, 2014.
6. The Association on its own behalf and on behalf of its unit members agrees not to file any grievance, lawsuit or other action challenging the actions of the District with respect to violating the contract when it appointed a unit member to the Athletic Trainer position in the Collective Bargaining Agreement at a method of payment other than what was contained in the Collective Bargaining Agreement.
7. The District and the Association have read this Stipulation of Settlement Agreement and had its provisions explained to them by their attorney or representative of their choice and fully understand the provision of the agreement.
8. This Stipulation of Settlement represents the full, final and complete agreement of the parties superseding any oral agreements or understandings, and may not be waived, modified or discharged orally, but only by a written agreement signed by the parties hereto.
9. If any provision of this Stipulation of Settlement is unenforceable or unlawful, the remaining provisions of the Stipulation of Settlement shall remain valid and enforceable.
10. Both parties enter this Stipulation of Settlement Agreement, knowingly, freely without coercion.
11. Signatures below indicate all parties being duly authorized have read the foregoing and enter into this agreement.
12. This Stipulation of Settlement shall become effective upon the appropriate signatures of the parties.
13. This agreement is in no way precedent setting.

IN WITNESS WHEREOF, this settlement agreement has been executed this 2<sup>nd</sup> day of October, 2014 intend to be legally bound.

\_\_\_\_\_  
Gene Mancuso, Superintendent of the  
Honeoye Falls-Lima Central School District

\_\_\_\_\_  
10/2/14  
Date

\_\_\_\_\_  
Dan Michalski, President of the  
Honeoye Falls-Lima Education Association

\_\_\_\_\_  
10/2/14  
Date

**MEMORANDUM OF SETTLEMENT AGREEMENT  
BETWEEN THE HONEOYE FALLS-LIMA CENTRAL SCHOOL DISTRICT  
AND THE HONEOYE FALLS-LIMA EDUCATION ASSOCIATION**

WHEREAS, the Honeoye Falls-Lima Central School District (hereinafter referred to as, "District") and the Honeoye Falls-Lima Education Association (hereinafter referred to as, "Association") wish to enter into an agreement; and

WHEREAS, the District and the Association have agreed to a Collective Bargaining Agreement effective from July 1, 2012 through June 30, 2015; and

WHEREAS, District and the Association have met to discussed a grant opportunity that is available and believe the following to be in the best interest of both parties; and

THEREFORE, in consideration of the mutual agreement set forth below the parties agree as follows:

1. The District recognizes the Honeoye Falls-Lima Education Association as the exclusive bargaining agent for Association unit members.
2. Individual unit members will not be offered or granted forms of payment by the District outside of the language set out in the Collective Bargaining Agreement.
3. The District recognizes that the Collective Bargaining Agreement must be followed regarding appointments to and rates of pay for positions contained within the document.
4. In mutual agreement, the parties agree to recognize the title Unified Sports Coach.
5. This title will not be added to Appendix B, and the stipend shall be \$800.00 (eight hundred dollars).
6. Due to the nature of the grant funding of this position, the stipend will remain at \$800.00 (eight hundred dollars) each year for the life of the agreement.
7. Due to the nature of the grant funding for this position this Memorandum of Agreement shall sunset when the District is no longer a recipient of the grant funding for the position/title.
8. Due to the nature of the activity, the season will be abbreviated to 26 practices and six games.
9. Due to the nature of the activity, the season will run between April and May.
10. The District and the Association have read this Memorandum of Agreement and had its provisions explained to them by their attorney or representative of their choice and fully understand the provision of the agreement.
11. This Memorandum of Agreement represents the full, final and complete agreement of the parties superseding any oral agreements or understandings, and may not be waived, modified or discharged orally, but only by a written agreement signed by the parties hereto.
12. The terms of this Memorandum of Agreement apply only to this particular situation, and will not alter any other provision contained in the 2012-15 Agreement as to either party.
13. If any provision of this Memorandum of Agreement is unenforceable or unlawful, the remaining provisions of the Memorandum of Settlement shall remain valid and enforceable.
14. Both parties enter this Memorandum of Agreement, knowingly, freely without coercion.
15. Signatures below indicate all parties being duly authorized have read the foregoing and enter into this agreement.
16. This Memorandum of Agreement shall become effective upon the appropriate signatures of the parties.
17. This Memorandum of Agreement shall sunset when the District is no longer a recipient of grant funding for the position.
18. This Memorandum of Agreement does not establish a precedent or constitute a past practice between the parties, but represents a special and unique circumstance.

IN WITNESS WHEREOF, this settlement agreement has been executed this 9<sup>th</sup> day of January, 2015 intend to be legally bound.

	1/9/15
Gene Mancuso, Superintendent of the Honeoye Falls-Lima Central School District	Date

	1/9/15
Dan Michalski, President of the Honeoye Falls-Lima Education Association	Date

**MEMORANDUM OF AGREEMENT  
BETWEEN THE HONEOYE FALLS-LIMA CENTRAL SCHOOL DISTRICT  
AND THE HONEOYE FALLS-LIMA EDUCATION ASSOCIATION**

WHEREAS, the Honeoye Falls-Lima Central School District (hereinafter referred to as, "District") and the Honeoye Falls-Lima Education Association (hereinafter referred to as, "Association") wish to enter into an agreement; and

WHEREAS, the District and the Association have agreed to a Collective Bargaining Agreement effective from July 1, 2012 through June 30, 2015; and

WHEREAS, District and the Association have met to discussed a grant opportunity that is available and believe the following to be in the best interest of both parties; and

THEREFORE, in consideration of the mutual agreement set forth below the parties agree as follows:

1. The District recognizes the Honeoye Falls-Lima Education Association as the exclusive bargaining agent for Association unit members.
2. Individual unit members will not be offered or granted forms of payment by the District outside of the language set out in the Collective Bargaining Agreement.
3. The District recognizes that the Collective Bargaining Agreement must be followed regarding appointments to and rates of pay for positions contained within the document.
4. In mutual agreement, the parties agree to recognize the title of Youth Activation Committee Advisor as part of the list of approved extra-curricular titles.
5. The stipend shall be \$600.00 (six hundred dollars).
6. Due to the nature of the grant funding for this position, the stipend will remain at \$600.00 (six hundred dollars) each year for the life of this agreement.
7. Due to the nature of the grant funding for this position, this Memorandum of Agreement shall sunset when the District is no longer a recipient of the grant funding for this position/title.
8. Due to the nature of the activity, there will be 10 meetings.
9. Due to the nature of the activity, the meetings will run between October and May.
10. The District and the Association have read this Memorandum of Agreement and had its provisions explained to them by their attorney or representative of their choice and fully understand the provision of the agreement.
11. This Memorandum of Agreement represents the full, final and complete agreement of the parties superseding any oral agreements or understandings, and may not be waived, modified or discharged orally, but only by a written agreement signed by the parties hereto.
12. The terms of this Memorandum of Agreement apply only to this particular situation, and will not alter any other provision contained in the 2012-15 Agreement as to either party.
13. If any provision of this Memorandum of Agreement is unenforceable or unlawful, the remaining provisions of the Memorandum of Agreement shall remain valid and enforceable.
14. Both parties enter this Memorandum of Agreement, knowingly, freely without coercion.
15. Signatures below indicate all parties being duly authorized have read the foregoing and enter into this agreement.
16. This Memorandum of Agreement shall become effective upon the appropriate signatures of the parties.
17. This Memorandum of Agreement does not establish a precedent or constitute a past practice between the parties, but represents a special and unique circumstance.

IN WITNESS WHEREOF, this settlement agreement has been executed this 9<sup>th</sup> day of January, 2015 intend to be legally bound.

\_\_\_\_\_  
Gene Mancuso, Superintendent of the  
Honeoye Falls-Lima Central School District

\_\_\_\_\_  
Date 1/9/15

\_\_\_\_\_  
Dan Michalski, President of the  
Honeoye Falls-Lima Education Association

\_\_\_\_\_  
Date 1/9/15

**MEMORANDUM OF SETTLEMENT AGREEMENT  
BETWEEN THE HONEOYE FALLS-LIMA CENTRAL SCHOOL DISTRICT  
AND THE HONEOYE FALLS-LIMA EDUCATION ASSOCIATION**

WHEREAS, the Honeoye Falls-Lima Central School District (hereinafter referred to as the "District") and the Honeoye Falls-Lima Education Association (hereinafter referred to as the "Association") have agreed to a Collective Bargaining Agreement effective from July 1, 2012 through June 30, 2015; and

WHEREAS, Article V, Section 1, Letter C, #1-4, of the agreement pertains to Work Year including the beginning of the year and Article VII, Section 3, Letter B pertains to Duty Free Time for work day(s) preceding the first day of student instruction at the beginning of the school year; and

WHEREAS, the District has identified a need to begin the student instructional school year the week before the Labor Day Holiday due to the lateness of the holiday in September of 2015; and

THEREFORE, the parties agree to the following:

1. For the 2015-2016 school year only, the student instructional year will begin the week before the Labor Day Holiday,
2. Association unit members will commence their work year for the 2015-2016 school year only by selecting one (1) full day to report to their classroom/office work site during the week of August 24, 2015. The purpose of this work day will be for on-site independent professional time as outlined in Article VII, Section 3, Letter B of the Collective Bargaining Agreement. On the day selected during this week, each unit member will sign in and out of the main office of the building that is their work site location(s).
3. Off-site independent professional time during the week of August 24, 2015 must be approved as outlined in Article VII, Section 3, Letter B of the Collective Bargaining Agreement.
4. During the week of August 31, 2015, Association unit members will report to work beginning Monday August 31, 2015 through Thursday September 3, 2015. Monday August 31, 2015 will a Superintendent Conference Day with meetings scheduled through-out the entire day.
5. The one (1) Association unit member work day during the week of August 24, 2015 and the four (4) unit member work days during the week of August 31, 2015 will be counted as part of the 189 days for the 2015-2016 work year as outlined in Article V, Section 1, Letter C, #'s 1-4.
6. Association unit members will not be required to report to work on Friday, September 4, 2015 or Monday, September 7, 2015. Further, unit members will not be required to report for one (1) full week during the month of February 2016.
7. The first day of school for students shall be Tuesday September 1, 2015. Students will also be in attendance on Wednesday September 2, 2015 and Thursday September 3, 2015.
8. Association unit members who are not able to report for one (1) day as outlined in paragraph No. 2 and/or No. 3 due to pre-existing travel plans shall be granted the use of a personal day upon request. "Pre-existing" means travel that was booked on or before March 13, 2015. Unit members will be required to show supporting documentation of such pre-existing travel plans.
9. Association unit members who find it necessary to use a personal day during the week of August 24, 2015 as described in paragraph No. 8 are expected to notify their administrative supervisor in writing or by email on or before April 13, 2015. The Association will be solely responsible for notification of its membership of this requirement.
10. Association unit members who find it necessary to use a personal day during the week of August 24, 2015 as described in paragraph No. 8 shall not be penalized, counseled or disciplined in any manner.
11. Association unit members that do not report for a day as outlined in paragraphs No. 2 and/or No. 3 will have 1/189<sup>th</sup> of pay deducted from their 2015-2016 salary.
12. The April 1, 2015 deadline does not foreclose the use of personal days by Association unit members during the week of August 31, 2015. Should a need arise, Article IX, Section 4 of the Collective Bargaining Agreement outlines the procedure for such use.
13. The terms of this Memorandum of Agreement are expressly limited to the 2015-2016 school year.
14. This Memorandum of Agreement does not establish a precedent or constitute a past practice between the parties, but represents a special and unique circumstance.
15. The terms of this Memorandum of Agreement apply only to this particular situation, and will not alter any other provision contained in the 20012-15 Agreement as to either party.

- 1 16. If any portion of this Memorandum of Agreement is found invalid or unenforceable, the remainder of
- 2 the Agreement will be in full force and effect.
- 3 17. Both parties enter into this Agreement knowingly, voluntarily and without coercion, after having an
- 4 opportunity to review it with a representative of their choice.
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8 \_\_\_\_\_  
9 Gene Mancuso, Superintendent of the  
10 Honeoye Falls-Lima Central School District

\_\_\_\_\_ March 24, 2015  
Date

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12  
13  
14 Dan Michalski, President of the  
15 Honeoye Falls-Lima Education Association

\_\_\_\_\_ March 24, 2015  
Date

**Memorandum of Agreement  
Between the Honeoye Falls-Lima Central School District and the  
Honeoye Falls-Lima Education Association**

WHEREAS, the Honeoye Falls-Lima Central School District and the Honeoye Falls-Lima Education Association have agreed to a collective bargaining agreement effective from July 1, 2012 through June 30, 2015; and

WHEREAS, the District and the Association have been made aware of opportunities for Association members to participate in educational activities that enhance the member's ability to provide instruction; and

WHEREAS, the District and the Association feel that it would be in both parties best interest to support participation in such activities; and

THEREFORE, the parties agree to the following:

1. A unit member who is approved by the District to participate in educational opportunities including, but not limited to College Board AP grading in which all expenses are covered, and the unit member also receives a stipend or honorarium, the unit member will be responsible to pay for the cost of a per diem substitute each day that a substitute is required. This amount will be taken out of the first pay check after return from the approved opportunity.
2. A unit member who is approved by the District to participate in educational opportunities including, but not limited to College Board AP grading in which no expenses are covered or the unit member does not receive a stipend or honorarium, the unit member will not be responsible to pay for the cost of a per diem substitute each day that the substitute is required.
3. A unit member who is approved by the District to participate in educational opportunities including, but not limited to College Board AP grading will not be paid staff development money or hours for the travel or the work performed beyond the Honeoye Falls Lima School District work/school hours during the approved opportunity.
4. A unit member who is approved by the District to participate in educational opportunities including, but not limited to College Board AP grading will be paid their regular salary during the period in which grading or other work takes place as long as they donate the stipend and/or honorarium they receive for such work.
5. Unless mutually agreed to in writing, this Memorandum of Agreement shall sunset effective June 30, 2015.
6. This Memorandum of Agreement does not establish a precedent or constitute a past practice between the parties, but represents a special and unique circumstance.
7. The terms of this Memorandum of Agreement apply only to this particular situation, and will not alter any other provision contained in the 20012-15 Agreement as to either party.
8. If any portion of this Memorandum of Agreement is found to be invalid or unenforceable, the remainder of the Agreement will be in full force and effect.
9. Both parties enter into this Agreement knowingly, voluntarily and without coercion, after having an opportunity to review it with a representative of their choice.

For the District

For the Association

Gene Mancuso  
Superintendent, Honeoye Falls-Lima School District  
Association

Daniel Michalski  
President, Honeoye Falls-Lima Education

3/20/15  
Date Signed

3/27/15  
Date Signed