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

Local:

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**AGREEMENT
BETWEEN THE
HONEOYE FALLS-LIMA ADMINISTRATIVE ASSOCIATION and the
SUPERINTENDENT OF SCHOOLS
FROM
JULY 1, 2013 TO JUNE 30, 2016**

13 Employees

PREAMBLE

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

The Board of Education recognizes the Honeoye Falls-Lima Administrative Association as the exclusive collective bargaining representative for an employee unit consisting of all administrative and supervisory personnel who are employees of the district in the positions of: Principal, Assistant Principal, Director of Physical Education/Health/Interscholastic Athletics, Director of Buildings and Grounds, Director of Transportation, Director of School Lunch; K-12 Curriculum Coordinator; and excluding the positions of Superintendent, Deputy Superintendent, Assistant Superintendent, Director of Finance & Operations, and all others.

**ARTICLE I
PROFESSIONAL DEVELOPMENT**

The district recognizes that having its administrators keep up to date with the latest educational research and best practices benefits our students and the district. Therefore, the superintendent or designee will work with each administrator to develop a professional development plan that will include participation in professional organizations and attendance at conferences and conventions. Those professional activities that are approved by the superintendent that benefit the district will be considered normal operational expenses and not compensation.

The district will pay the annual dues for professional organizations that promote and support programs relevant to the work of administrators. At a minimum, this will include dues for one professional organization up to a limit of \$500. However, the district will not pay the dues of any organization the superintendent determines has a primary benefit of providing legal representation or negotiation support to its members.

**ARTICLE II
EMPLOYEE BENEFITS**

A. Health Insurance

A flexible benefits plan in the amount equal to 85% of Blue Point 2 Value, plus the life insurance premium, plus the medical reimbursement amount will be given to each unit member to select their benefits. An administrator may opt out of Health Insurance and get an additional one thousand four hundred dollars (\$1,400), which could be used for buying insurance or TSA. The changes in the health benefit apply only to current employees of this unit. Retired members from this unit will maintain the benefit level at which they retired.

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

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

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

B. Worker's Compensation

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

C. Long-Term Disability Insurance

Each member of the administrative unit shall receive group Long Term Disability Insurance that will pay 60% of the administrator's salary up to a maximum of \$7500 per month. In accord with IRS and other regulations, each employee will pay the required taxes on the premiums so that benefits derived from this LTD policy will be generally after tax income.

D. Life Insurance

The District will provide a \$100,000 term life insurance policy for all administrators. This benefit will be over and above any such coverage provided for in the pension program. A unit member who retires will be provided \$50,000 term life insurance to age 65. The District will be responsible for the cost of this policy.

E. Medical Reimbursement Fund

All unit members will have an individual medical reimbursement fund administered according to terms agreed upon between the District and the Association. The District shall contribute to each unit member's fund \$2,100.

F. Vacations

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

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

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

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

G. Legal Holidays

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

H. Paid Leave of Absence

1. Sick Leave:

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

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

circumstances involved. The granting or denial of an additional personal day(s) should not be considered precedent for the granting of other requests.

3. **Death in Family:** Administrators shall be granted up to four (4) days of leave with full pay during the school year for the purpose of bereavement upon each death of a member of the family and close relatives, and spouse's family and close relatives. For purposes of this section, four (4) days means four (4) school days and said four (4) day period will be computed commencing on midnight of the day of death of the deceased relative. Such leave is not cumulative and will not be charged against sick leave.
4. **Family Illness:** Administrators shall be allowed a maximum of five (5) days leave with full pay during each school year because of serious illness in their immediate family covering mother, father, husband, wife, and children. Such leave is not cumulative and will not be charged against sick leave. Additional days may be granted by the Superintendent in extenuating circumstances. FMLA will apply.
5. **Jury Duty:** The personnel of the Honeoye Falls-Lima Central School District are expected to serve as jurors when called upon by governmental agencies. In only rare instances will the administration intercede for an employee in asking for release from this obligation. No personnel shall gain or lose salary because of service on jury. Remuneration received for jury duty will be referred to the School District Treasurer. The person serving on jury duty will reimburse the District for the per diem jury duty rate paid to them while on duty. The check should be made out to the School District Treasurer. All of the expense received by the person serving on jury duty will be retained by them.

I. **Unpaid Leave of Absence**

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

J. **Payment of Subsidy or Tuition**

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

K. **Wellness Center**

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

L. **Additional Benefit**

The District will pay unit member \$1,700 in 2013 – 2014, \$1750 in 2014 – 2015, and \$1750 in 2015 – 2016 per unit member annually toward a TSA or salary. Upon expiration of this contract, this benefit will return to \$1700.

M. **Tuition-Free Enrollment of Children**

Non-resident unit members hired prior to July 1, 2008 may enroll their children in the Honeoye Falls-Lima Central School District on a tuition-free basis.

**ARTICLE III
REMUNERATION**

A. **Base Increase**

Year	Percent Increase	Dollar Increase
2013-2014 (Retroactive to July 1)	2.5%	\$750
2014-2015	2.5%	\$500
2015-2016	2.5%	\$500

Annual increases in base salary will be calculated at the percent increase plus the dollar increase.

B. **Payroll**

All twelve (12) month employees will be paid by direct deposit in twenty-four (24) installments from July through June.

C. **Payroll Deductions**

Payroll deductions may be made for the following purposes:

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

**ARTICLE IV
CONDITIONS OF EMPLOYMENT**

A. **Probationary Periods**

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

B. **Evaluation**

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

- All principals shall be evaluated through the APPR process, which is provided in Appendix A.
- All other administrators will set annual goals by October 15th of each year with his or her immediate supervisor. These goals will be reviewed at mid-year and at the end of each school year.

C. **Meetings - Board of Education**

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

D. **Resignation**

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

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

**ARTICLE V
GRIEVANCE PROCEDURE**

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

Preliminary Stage

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

Basic Principles

- A. If the aggrieved person fails to act within twenty (20) work days after he/she knew or should have known of the act or conditions on which the grievance is based, the person waives the right to grieve.
- B. If an aggrieved party fails to appeal an unsatisfactory disposition of the alleged grievance to the next step of the procedure within the specified time limit, the grievance will be deemed to be discontinued and further appeal shall be barred.

- C. Failure at any step of the grievance procedure to communicate a decision to the aggrieved party within the time limit specified shall permit the lodging of an appeal to the next step of the procedure within the time which would have been allotted had the decision been communicated on the final day.
- D. The time limits provided herein may be extended by mutual agreement in writing between the aggrieved party and the Superintendent.

Stage I

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

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

Stage II

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

Stage III

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

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

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

AGREEMENT

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

Shawn Williams, HFL Administrative Association

Date

Gene Mancuso, Superintendent of Schools

Date

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

APPR Addendum to the Collective Bargaining Agreement between the Honeoye Falls-Lima Administrators Association (HFLAA) and the Honeoye Falls-Lima Central School District, covering the period: July 10, 2013 through June 30, 2016.

Reference in contract: Article IV: Evaluation

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

1. Application:
 - This provision shall apply only to the title of principal of record as required by law and regulation.
 - Should the law (3012-c) of 2010 or the regulations regarding 3012-c change from what was adopted by the Board of Regents in May 2011 and revised in the budget bill by the governor on 2/16/12, this agreement shall be renegotiated to be consistent with further changes in law or regulation.
2. The superintendent shall be the lead evaluator for principals.
3. The 20 points for student growth measures shall be the state provided score. Where there is no state score generated, the principal shall develop Student Learning Objectives (SLO) for approval by the superintendent. They shall be developed by October 15. The superintendent shall meet with the principals and provide the decision on approval within 5 days of submission by the principal.
4. The 20 points for locally selected measures of student achievement shall be based on an achievement target setting process to produce annual Local Achievement Targets (LAT) to be mutually agreed upon between the principal and superintendent. This plan developed shall include what approved assessment measures will be utilized, what expectations will be set and how points will be earned regarding achievement in relation to the targets. LATs will be consistent with established district goals. The superintendent shall verify comparability and rigor in the utilization of this district-wide goal setting process as required by regulation. For all measures, the cohort of students utilized shall only include those enrolled on June 15 and who have been enrolled for a minimum of 140 days. For all targets the principal shall identify measures from the following NYSED identified options:
 - Student performance on any district-wide locally selected assessments approved for use in teacher evaluations **[LP/MS/MS/HS]**
 - Achievement on state tests (e.g., % proficient or advanced) in ELA and Math grades 4 to 8 **[LP/MS/MS]**
 - Growth or achievement for student subgroups (SWD, ELL) on State Assessments in ELA and Math grades 4 to 8 **[MS/MS]**
 - Growth or achievement for student in ELA and Math grades 4 to 8 starting at specific performance levels (e.g. level 1, 2) on state or other assessments. **[MS/MS]**
 - Percent of cohort achieving specified scores on Regents exams, AP, Cambridge or other Regents-equivalents **[HS]**
 - Graduation rates (4,5,6 years) and/or drop-out rates **[HS]**
 - Graduation % with Advanced Regents designation and/or honors **[HS]**
 - Credit accumulation (e.g. 9th and 10th grade) or other strong predictor of progress to graduation **[HS]**
 - Student Learning Objectives if principals do not have state-provided growth or value-added measures for the growth subcomponent (1st 20%) **[LP/MS/MS/HS](SEE SECTION II)**
5. The district shall utilize any of the NYSED approved rubrics for principal evaluation as the basis for 60 points of the 60 "Other" points allocated to measures of leadership and management. The superintendent's

assessment shall be based on at least 3 visits of 30 minutes or more to the school, while in session. Two will be as agreed to between Superintendent and principal, one will be unannounced. Visits are to be completed no later than April 30. (A mutually agreed upon document/form for feedback of these visits will be added to this APPR document.) The two additional sources of information for the superintendent's consideration in utilizing the rubric and instrument shall be:

- a. A portfolio of school documents related to components of the rubric. These shall be provided to the superintendent by June 30. Upon review of items in the portfolio, an opportunity will be provided by the superintendent for the principal to add items before a final score is determined.
 - b. The superintendent shall consider the following discussions and reviews in assessing performance of the principal in leadership and management:
 - 1.) The principal and superintendent shall conduct a joint critical analysis of the NYS School Report Card (or other similar NYS accountability report) no later than 20 days from when the NYS School Report Card is publicly released, including identification of actions to be taken to address components and district resources to be made available to the principal and building.
 - 2.) No later than June 30, the principal and the superintendent shall meet to review the related initiatives and actions of the principal over the year as well as the availability and utilization of district provided resources.
6. As per NYSED regulation, the method for assigning subcomponent points will identify how points will be awarded within four performances level (HEDI) for the "local measures of student achievement" and the "other measures of effectiveness" subcomponents using the following standards:

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

(See Section IV)

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

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

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

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

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

Local Achievement Target:

Assessment used to measure achievement:

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

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

PLAN AGREEMENT:

Superintendent's Signature/Date _____ Principal Signature/Date _____

FINAL RATING/SCORE FOR TARGET: _____ / _____

Superintendent's Signature/Date _____ Principal Signature/Date _____

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

HEDI SCORING BANDS

ACHIEVEMENT COMPONENTS (PLUS COMPOSITE)

(BANDS FOR “OTHER MEASURES” NEGOTIABLE)

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

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

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

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

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

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

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

Multiple Measures – 60%

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

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

1.342		42
1.350		43
1.358		44
1.367		45
1.375		46
1.383		47
1.392		48
1.400		49
Developing 50-56		
1.5		50
1.6		50.7
1.7		51.4
1.8		52.1
1.9		52.8
2		53.5
2.1		54.2
2.2		54.9
2.3		55.6
2.4		56.3
Effective 57-58		
2.5		57
2.6		57.2
2.7		57.4
2.8		57.6
2.9		57.8
3		58
3.1		58.2
3.2		58.4
3.3		58.6
3.4		58.8
Highly Effective 59-60		
3.5		59
3.6		59.3
3.7		59.5
3.8		59.8
3.9		60
4		60.25 (round to 60)

SECTION V: IMPROVEMENT PLAN

Honeoye Falls-Lima Central School District

Principal Improvement Plan Process

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

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

Honeoye Falls-Lima Central School District

Principal Improvement Plan

Name of Principal _____

School Building _____ Academic Year _____

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

Improvement Goal/Outcome:
Action Steps/Activities:

Timeline for Completion:

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

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

December:
March:
Other:

Evidence to be provided for Goal Achievement:

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

SECTION VI: APPEAL PROCESS

Honeoye Falls-Lima Central School District Principal APPR Appeal Process

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

CHALLENGES IN AN APPEAL:

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

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

RATINGS THAT MAY BE APPEALED:

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

PROHIBITION AGAINST MORE THAN ONE APPEAL

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

BURDEN OF PROOF

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

TIME FRAME FOR FILING THE APPEAL

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

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

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

TIME FRAME FOR SCHOOL DISTRICT RESPONSE

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

FILING APPEAL

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

DECISION – MAKER ON APPEAL

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

The parties agree that:

1. The hearing officer shall hear appeals in a timely manner after the appeal is made, but in no event shall it be less than five (5) days or more than fifteen (15) days after the hearing officer is selected.
2. The hearing shall be conducted in no more than one business day unless extenuating circumstances are present and the hearing officer agrees to a second day
3. The parties shall have the ability to be represented by either legal counsel or in the case of the principal by a union representative, or to appear pro se.
4. The parties shall exchange an anticipated witness list no less than seven (7) business days before the scheduled hearing date.

5. The parties, by mutual agreement, shall, determine whether the appeal hearing shall be open to the public or not.
6. The principal or his/her representative shall present his/her case first, which may include the presentation of witnesses and/or affidavits in lieu of testimony. Affidavits offered by either the principal or the District shall only be permitted upon showing that the witness is unavailable or other extenuating circumstances exist. The school district may refute the principal's presentation. If the school district presents a case, the principal will have the right to present a rebuttal case and both parties will be afforded the opportunity to make closing arguments. Post hearing briefs will not be permitted.

DECISION

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

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

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

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

EXCLUSIVITY OF 3012-c APPEAL PROCEDURE

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

OTHER

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

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

HFLAA Association President

Date

Superintendent of Schools

Date