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Title: **Honeoye Falls-Lima Central School District and Honeoye Falls-Lima Education Association (2009)**

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#A/5290

CONTRACT

BETWEEN THE

HONEOYE FALLS-LIMA EDUCATION ASSOCIATION

AND THE

SUPERINTENDENT OF SCHOOLS

HONEOYE FALLS-LIMA CENTRAL SCHOOL DISTRICT

HONEOYE FALLS, NEW YORK

July 1, 2009 - June 30, 2012

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ARTICLE I – RECOGNITION

- A. The Board of Education of the Honeoye Falls-Lima Central School District recognizes the Honeoye Falls-Lima Education Association as the exclusive bargaining agent concerning 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 7/1/09 through 6/30/12. 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. In each year of this agreement, returning unit members shall be paid base salary increases as set forth below:

2009-2010 School Year:

On Step (Under 30-year benchmark): 3.2%

Off Step (At or above 30-year benchmark) the lesser of 3.2% or \$2,800

2010-2011 School Year:

On Step (Under 30-year benchmark): 3.1%

Off Step (At or above 30-year benchmark) the lesser of 3.1% or \$2,600

2011-2012 School Year:

On Step (Under 30-year benchmark): 3.0%

Off Step (At or above 30-year benchmark) the lesser of 3.0% or \$2,600

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

- 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:

2009-2010 School Year: \$489.

2010-2011 School Year: \$489.

2011-2012 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:

2009-2010 School Year: \$244.

2010-2011 School Year: \$244.

2011-2012 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 teach work year will not exceed 189 days. The Thursday before Labor Day and November 11 will be available to be scheduled as non-student teacher workdays, excluding Saturdays and Sundays. The Thursday before Labor Day and November 11, if utilized, shall be included in the number of work days set forth above. 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.
- B. Coaching salaries. Coaching salaries will be increased based on the attached schedule. See Appendix B.
- C. Supervision of Extracurricular Activities/Payment per Event:
- | | | |
|---------|--------------|---------------|
| 2009-10 | \$81.00 home | \$106.00 away |
| 2010-11 | \$81.00 home | \$106.00 away |
| 2011-12 | \$81.00 home | \$106.00 away |

Section 3. Remuneration for Extra Work

- A. Curriculum writing, as initiated and agreed upon by unit members and administrators, shall be paid as follows:
- | | |
|------------|------------------|
| 2009-2010: | \$1,072 per week |
| 2010-2011: | \$1,072 per week |
| 2011-2012: | \$1,072 per week |
- B. Summer school teaching, based on a 6.5 hours day, will be paid at the rate of 1/200th of a unit member's annual salary per day.
- C. Guidance Counselors employed by the District during the summer recess to perform the same or comparable duties as during the regular school year shall be paid 1/200th of their salary per day.
- D. Approved in-service training will be paid:
- | | |
|------------|---------------|
| 2009-2010: | \$24 per hour |
| 2010-2011: | \$24 per hour |
| 2011-2012: | \$24 per hour |
- E. The District Operated Summer School and Before/After School Tutorial Program
1. Summer program tutors will work with special education students who qualify for extended school year or twelve months programs.
 2. Summer program tutors will work with groups no larger than three students each, with not more than four groups per day, for sessions of one hour per day per group, four days per week.
 3. The Summer program tutorial session will occur during July and August.
 4. Summer program tutors will deliver instruction designed by the students' school year special education teachers.
 5. The rate of pay for summer program and Before/After School tutors shall be \$32.25 per hour of assigned tutoring sessions for the three-year contract period..
- F. Teaching/Learning Council Teacher Co-Chairs
1. The rate of pay for the Teaching Learning Council Teacher Co-Chairs will be \$1,000 per year.
-

G. CARE Members

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

Section 4. Salary Checks

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

- A. As authorized by state and federal law.
- B. As requested by the authorized representatives of the teaching staff and approved by the Board of Education.
- C. According to the schedule of paydays set forth when the school calendar is approved by the Board of Education each year.
- D. The employment year for purposes of salary computation is defined as consisting of two hundred (200) days as designated by any school year.
- E. All employees will be required to enroll and have direct deposit of their paychecks.

Section 5. Military Service Credit

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

Section 6. Accumulated Personal Illness Days

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

Section 7. Driver Education

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

2009-2010:	\$218.00 per student
2010-2011:	\$225.00 per student
2011-2012:	\$232.00 per student

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

(Print) Last Name First Initial Address Building

TO: BOARD OF EDUCATION of Honeoye Falls-Lima Central School

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

Authorized Deduction for VOTE/COPE: \$

Employee's Signature

Date

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

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

ARTICLE VII - CONDITIONS OF EMPLOYMENT

Section 1. Teacher Load

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

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

A concentrated effort will be made to reduce class size in the areas deemed most critical by the

Superintendent of Schools and the Board of Education. Study halls will have a maximum of 30 students.

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

Section 2. Vacancies, Transfers and Assignments

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

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

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

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

be at the curriculum-writing rate.

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

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

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

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

Section 3. Duty Free Time

All teachers will receive a thirty minute lunch period.

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

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

Section 4. Evaluation

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

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

- B. Unit members will participate in a teacher evaluation/observation process consistent with New York State APPR regulations. Forms and procedures to be used in this process will be mutually determined and annually reviewed by a collaborative committee of teachers and administrators. Teacher members of this committee will be identified by the HFLEA President.

Section 5. Personnel Files

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

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

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

Section 6. Substitute Teachers

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

Section 7. Separation - For Probationary Personnel

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

Section 8. Utilization of Non-Professional Personnel

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

Section 9. Job Security Clause

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

Section 10. Tenure

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

Section 11. Notice of Vacancies: Posting

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

Section 12. Enrollment of Non-Resident Children

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

ARTICLE VIII - PERSONAL PROFESSIONAL DEVELOPMENT

- A. Both parties to this agreement recognize that personal professional growth in the areas of techniques of instruction, management of instructional setting, preparation, pupil-teacher relationships and character development, knowledge of subject matter, pupil evaluation, building and district effectiveness, and community relations are related to teacher performance and in turn to student achievement.
- B. Commencing with the 2007-2008 school year, every unit member not covered by a Regents mandate for continuing professional education shall complete at least 60 hours of contact time every three years of professional growth activities as defined by the Staff Development Council. The

current graduate tuition reimbursement for courses approved for credit shall continue. Contact time in courses taken for credit with tuition reimbursement will count toward the 60-hour requirement, but will not be compensated at the contact hour rate. In lieu of the tuition reimbursement for credit an approved graduate course may be audited and the District will pay the contact hour rate for attendance at the approved graduate course and the audit fee. Teachers auditing graduate courses shall be required to submit satisfactory evidence of attendance. The professional growth requirement also may be adjusted in terms of time for completing the minimum requirement, provided that the unit member documents good cause that prevents compliance, which shall include, but not be limited to, any of the following reasons: poor health certified by a physician; or a specific physical or mental disability certified by an appropriate health care professional; or extended active duty with the Armed Forces of the United States; or approved unpaid leave; or extreme hardship which makes it impossible for the unit member to comply with the professional growth requirements in a timely manner. A unit member who qualifies for an adjustment to complete the minimum number of professional growth hours shall receive one additional year measured from either the end of the three-year cycle in which the unfulfilled requirement accrued or the resumption of active service following the period of illness, disability, military service, unpaid leave or extreme hardship that prevented compliance, whichever is later. An extension of time to fulfill a requirement from an earlier cycle will not relieve the unit member of the obligation to fulfill the requirement in a later cycle.

- C. Up to thirty (30) hours during the three-year cycle may be accomplished in approved extra-duty or special duty activities in the following categories: District-initiated or District-approved teacher-initiated staff development hours during the work day, or outside the work day, but not compensated by the Staff Development Council, such as CARE training, staff development time of instructional coaches, SIT summer training, First Steps training.
- D. Approved on-line courses will be compensated up to fifteen (15) hours in a three-year cycle as approved the Staff Development Council.
- E. The three-year cycle for all unit members will commence July 1, 2007 and individual staff development quotas will be prorated for unit members hired after July 2, 2007 based on years in the cycle.
- F. Effective July 1, 2007 any full-time teacher in a regular probationary or tenured appointment will be paid a one-time stipend of \$2,500 for obtaining a National Board Certification. This stipend will be added to the teacher's salary (not included in the base) in the first full school year the teacher commences in possession of the certification.
- G. Effective July 1, 2008 a limited number of Mentor Teacher Coaches will be appointed in targeted areas of professional development. These positions will be subject to an annual appointment and evaluation at a rate of compensation commensurate with Mentor Teacher: Level 1, \$1,250; Level 2, \$750 and Level 3, \$350.

ARTICLE IX - LEAVES OF ABSENCE

Section 1. Sick Leave for Personal Illness

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

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

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

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

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

Section 2. Death in Family

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

Section 3. Family Illness

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

Section 4. Personal Leave

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

- Legal obligations
- Religious obligations
- Family obligations

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

building principal and will be determined on a case-by-case basis with a view to the particular circumstances involved. The granting or denial of an additional personal day or days should not be considered precedent for the granting of other request.

Section 5. Personal Leave Without Pay

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

Section 6. Sabbatical Leave

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

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

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

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

Section 7. Parental Leave

Teachers will be granted up to two years of unpaid parental leave upon the birth or adoption of a child. A full two-year leave that would end during a semester that had already begun may be extended to the beginning of the next semester at the option of the teacher. Parental leave will commence immediately upon the birth or adoption of a child or, in the case of a teacher taking pregnancy disability leave, immediately following such disability leave. Teachers will give the district advance notice as soon as practicable of their best estimate of the inception of such leave. Requests for parental leave shall be submitted in writing to the Superintendent for final action by the Board of Education. The request shall include the intended date of return, which shall be at the beginning of a semester, unless the Board consents to an alternate return date. Any request to change an approved return date must be submitted in writing to the Superintendent at least sixty days (not including July and August) in advance of the approved return date.

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

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

Section 8. Professional Leave

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

Section 9. Jury Duty

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

Section 10. Military Leave

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

ARTICLE X - SCHOOL CALENDAR

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

ARTICLE XI - HEALTH INSURANCE

Active Employees

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

Retirees

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

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

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

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

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

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

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

Workers Compensation.

Compensation insurance is carried on all employees. In the event of an accident covered by Compensation Insurance, occurring while engaged in school duties, an employee will be paid the difference between allowance under compensation awarded and his or her regular salary. NO COMPENSATION WILL BE PAID BY THE BOARD OF EDUCATION during the time of absence due to accidents sustained while in gainful employment of others or while self-employed.

ARTICLE XII - LIFE INSURANCE

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

ARTICLE XIII

MEDICAL REIMBURSEMENT FUND/FLEXIBLE SPENDING ACCOUNT

Section 1. Medical Reimbursement Fund

All unit members will have an individual medical reimbursement fund administered according to terms agreed upon between the District and the Association. The District shall contribute as follows:

2009-2010	\$1,075
2010-2011	\$1,075
2011-2012	\$1,075

Section 2. Flexible Spending Account

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

ARTICLE XIV - NEW INSTRUCTIONAL PROGRAMS

- A. The District will involve teachers in the development, implementation, and evaluation of new District-wide programs through committees appointed jointly by the President of the Association and the Superintendent of Schools. Final instructional program decisions rest with the Board of Education.
- B. Experimental Programs. This is a procedure for cooperation between the District and the Honeoye Falls-Lima Education Association specifically for dealing with experimental changes in the existing terms and conditions of employment of teachers.
 1. Purpose and Function
 - a. This procedure may be used to address experimental changes initiated by the District or by the Honeoye Falls-Lima Education Association which affect the terms and conditions of employment of teachers in Honeoye Falls-Lima, and which would otherwise be prohibited by the provisions of the existing agreement between the parties, e.g., changes in the teacher work day which might be different from the day spelled out in the contract.
 - b. This procedure will be in addition to, and will not replace existing vehicles for discussion and cooperation currently in existence.
 - c. This procedure is not intended to in any way affect or prohibit the District and the Board of Education from instituting any curriculum changes, additions, or other rights specifically delegated to the District by the Education Law, regulations and other decisions having the force and effect of law or not specifically prohibited by the contract.
 - d. The agenda of changes to be considered will be agreed to by the Superintendent of Schools and the President of the Education Association in September and June of each school year. Additions to the list may be made by both parties upon mutual agreement at

any time before or after these dates.

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

2. Operation

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

ARTICLE XV - REPRISALS

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

ARTICLE XVI - NO STRIKE CLAUSE

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

ARTICLE XVII - SAVING CLAUSE

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

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

ARTICLE XVIII - REPRODUCTION OF CONTRACT

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

ARTICLE XIV - NECESSARY SERVICES

Section 1. Arrival Time

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

Section 2. Attendance

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

Section 3. Improvement of Instruction

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

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

ARTICLE XX - PROFESSIONAL RELATIONS

Section 1. Working Relationship

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

the Superintendent of Schools in cooperation with the President of the Education Association.

Section 2. Board Policy

- A. The Board of Education policy statements relevant to teachers will be available for the teachers in each principal's office and the District Office.
- B. Following approval by the Board of Education, a copy of the minutes of a regular Board of Education meeting will ordinarily be sent to the Association President.

Section 3. Association Use of Facilities

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

Section 4. Professional Freedom

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

Section 5. Association and Administration Dialogue

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

Section 6. Financial and Budgetary Information

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

Section 7. Association Meetings

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

Section 8. Association President Release Time

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

Section 9. Student Teacher Vouchers

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

AGREEMENT

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

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

Michelle M. Kavanaugh, Superintendent of Schools
Honeoye Falls-Lima Central School District

9/29/09
Date

Dan Michalski, HFLEA President
On Behalf of the Honeoye Falls-Lima Education Association

9/29/09
Date

Notary Public

9/29/09
Date

APPENDIX A

SALARY AND OTHER COMPENSATION INCREASES

<u>Under 30-year Benchmark</u>	<u>2009-2010</u>	<u>2010-2011</u>	<u>2011-12</u>
	3.2%	3.1%	3.0%
<u>At or Above 30-year Benchmark</u>	<u>Lower of 3.2% or \$2,800</u>	<u>Lower of 3.1% or \$2,600</u>	<u>Lower of 3.0% or \$2,600</u>
1	37,000	37,500	38,000
5	42,000	42,000	42,500
10	48,750	49,000	49,500
15	57,500	58,000	58,250
20	66,250	66,500	67,000
25	73,500	74,000	74,500
30	82,000	82,750	83,500

*NEW EMPLOYEES:

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

APPENDIX B

COACHING AND ATHLETIC PROGRAM SALARY RANGES

<u>LEVEL</u>	<u>STEP</u>									
	<u>1</u>	<u>2</u>	<u>3</u>	<u>4</u>	<u>5</u>	<u>6</u>	<u>7</u>	<u>8</u>	<u>9</u>	<u>10</u>
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	2,900	2,967	2,933	3,100	3,267	3,422	3,800
6	2,100	2,267	2,433	2,600	2,767	2,933	3,100	3,267	3,422	3,600

OFF-STEP

2009-10	3.2%
2010-11	3.1%
2011-12	3.0%

<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	Fr. Baseball	Mod Volleyball
Trainer (fall/ winter)	Lacrosse	JV Basketball	JV Lacrosse	Fr 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		
			Fr Basketball		

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

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

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

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

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

3102. Tenure: certain school districts.

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

hold such position and be governed by the provisions of this section notwithstanding any contrary provision of law.

2. At the expiration of the probationary term of a person appointed for such term, subject to the conditions of this section, the superintendent of schools shall make a written report to the board of education recommending for appointment on tenure those persons who have been found competent, efficient and satisfactory. Such persons, and all others employed in the teaching service of the school of such union free school district, who have served the probationary period as provided in this section, shall hold their respective positions during good behavior and efficient and competent service, and shall not be removed except for any of the following causes, after a hearing as provided by section three thousand twenty-a of such law:
 - (a) insubordination, immoral character or conduct unbecoming a teacher;
 - (b) inefficiency, incompetence, physical or mental disability, or neglect of duty;
 - (c) failure to maintain certification as required by this chapter and by the regulations of the commissioner of education.

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

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

Memorandum of Understanding

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

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

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

The parties hereby agree that:

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

Dated: 11/12/99

Superintendent of Schools
Honeoye Falls-Lima Central School District

President, Honeoye Falls-Lima Central
School District Education Association

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

Dated: 7/21/05

Superintendent of Schools
Honeoye Falls-Lima Central School District

President, Honeoye Falls-Lima Central
School District Education Association

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

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

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

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

The parties agree that:

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

Dated: 8/17/01

Diane E. Reed
Superintendent of Schools

David Young
President, HFL Education Association

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

Dated: 7/11/05

Diane E. Reed
Superintendent of Schools

David Young
President, HFL Education Association

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

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

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

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

The parties agree that:

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

Dated: 8/17/01

Diane E. Reed
Superintendent of Schools

David Young
President, HFL Education Association

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

Dated: 7/11/05

Diane E. Reed
Superintendent of Schools

David Young
President, HFL Education Association