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Contract Database Metadata Elements

Title: Honeoye Falls-Lima Central School District and Honeoye Falls-Lima Administrative Association (2008) (MOA)

Employer Name: Honeoye Falls-Lima Central School District

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, 2008 TO JUNE 30, 2012**

15 Employees

PREAMBLE

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

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

**ARTICLE I
PROFESSIONAL DEVELOPMENT**

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

**ARTICLE II
EMPLOYEE BENEFITS**

A. Health Insurance

A flexible spending plan in the amount equal to 90% of the cost of Blue Point Value Plan, effective 7/1/08, and 85% effective 7/1/09, plus the life insurance premium, plus the medical reimbursement amount will be given to each unit member to select their benefits. An administrator may opt out of Health Insurance and get an additional one thousand four hundred dollars (\$1,400), which could be used for buying insurance or TSA. The changes in the health benefit apply only to current employees of this unit. Retired members from this unit will maintain the benefit level at which they retired.

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

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

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

1 C. **Long-Term Disability Insurance**

2 The District will provide to all administrators long-term disability insurance equal to 75% of pay up to a
3 maximum of \$4,500 per month. Coverage is made up of a combination of an individual policy and a group
4 long-term benefit policy. Administrators who possess the Trustmark coverage can continue with that
5 coverage as long as they are employed by the District and Trustmark offers the coverage.

6 D. **Life Insurance**

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

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

11 E. **Medical Reimbursement Fund**

12 All unit members will have an individual medical reimbursement fund administered according to terms
13 agreed upon between the District and the Association. The District shall contribute to each unit member's
14 fund as follows: \$1,650 on 7/1/08; \$1,950 on 7/1/09; and \$2,100 on 7/1/10.

15 F. **Vacations**

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

17 **12-Month Personnel:** Twenty days per year, accrued in full as of July 1 each year. Vacation time is not
18 cumulative. All vacations will be scheduled during the fiscal year with, and subject to, the approval of
19 the Superintendent of Schools. In addition, any 12-month administrator with 10 or more years of
20 service with the District will be eligible for five (5) additional days of vacation per year. A minimum of
21 five (5) vacation days for all unit members will be used during the summer recess, effective in 2009.

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

25 Any unit member eligible for paid vacation may choose to redeem up to five (5) unused vacation days per
26 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.

27 G. **Legal Holidays**

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

31 H. **Paid Leave of Absence**

32 1. **Sick Leave:**

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

36 2. **Personal Days:** Two days personal leave per year will be granted for legal, religious and family
37 obligations. Approval of the Superintendent of Schools is required. A request shall be submitted in
38 writing five (5) days in advance, whenever possible, prior to the date for which the leave is being
39 requested. This leave does not apply to the day before and the day after a holiday or vacation.
40 Special requests for additional personal days can be submitted to the Superintendent and will be
41 determined on a case-by-case basis with a view to the particular circumstances involved. The
42 granting or denial of an additional personal day(s) should not be considered precedent for the
43 granting of other requests.

44 3. **Death in Family:** Administrators shall be granted up to four (4) days of leave with full pay during the
45 school year for the purpose of bereavement upon each death of a member of the family and close
46 relatives, and spouse's family and close relatives. For purposes of this section, four (4) days means
47 four (4) school days and said four (4) day period will be computed commencing on midnight of the
48 day of death of the deceased relative. Such leave is not cumulative and will not be charged against
49 sick leave.

50 4. **Family Illness:** Administrators shall be allowed a maximum of five (5) days leave with full pay during
51 each school year because of serious illness in their immediate family covering mother, father,
52 husband, wife, and children. Such leave is not cumulative and will not be charged against sick leave.
53 Additional days may be granted by the Superintendent in extenuating circumstances. FMLA will
54 apply.

55 5. **Jury Duty:** The personnel of the Honeoye Falls-Lima Central School District are expected to serve as
56 jurors when called upon by governmental agencies. In only rare instances will the administration
57 intercede for an employee in asking for release from this obligation. No personnel shall gain or lose
58 salary because of service on jury. Remuneration received for jury duty will be referred to the School
59 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.

6. Conference and Convention Attendance: Administrators may attend conferences and conventions within the limits of the budget. Requests for attendance shall be submitted to the Superintendent of Schools for the Superintendent's approval. Every effort will be made to include money in the budget for professional growth activities for administrators.

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 \$1,300 in 2008-09; \$1,500 in 2009-10; and \$1,700 in 2010-11 per unit member annually toward a TSA or salary.

M. **Professional Duties**

The District will reimburse unit members for membership in professional education organizations to a maximum of \$500 per year.

N. **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**

1. In each year of this agreement, any unit member whose salary in the previous year exceeded the benchmark of 110% of previous year's median salary from Monroe County School Districts in the same job titles will receive a 2.0% increase in base salary, plus a fixed dollar amount that will not be added to base salary in the amounts of \$1,700 on 7/1/08, \$2,000 on 7/1/09, and \$2,000 on 7/1/10
2. On July 1, 2008 all other unit members shall receive base salary increases of 2.0% + \$1,700; on July 1, 2009 each unit member shall receive base salary increases of 2.0% + \$2,000; and on July 1, 2010 each unit member shall receive base salary increases of 2.0% + \$2,000. Such raises shall be adjusted up or down by reference to the Consumer Price Index, All Urban Consumers (Table 1), published by the Bureau of Labor Statistics, for the calendar year preceding the date of increase. If the CPI increase equals or is greater than 2.5%, the percentage raise shall be increased to 2.5%. If the same average is less than 1%, then the percentage raise shall be 1.25%.

B. **Merit Pay**

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

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

If the unit member exceeds expectations for the satisfactory completion of an annual target objective, the unit member will be entitled up to a 1.0%, not to exceed \$1,200. This merit increase will be paid toward a TSA or cash equivalent and is not part of the base salary. The Superintendent's merit ratings of unit

1 performance rating shall not be subject to the grievance process. Individual merit eligibility shall be based
2 on performance ratings each year for increases to be paid effective July 1 following the rating year. .

3 C. **Payroll**

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

6 D. **Payroll Deductions**

7 Payroll deductions may be made for the following purposes:

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

15
16 **ARTICLE IV**
17 **CONDITIONS OF EMPLOYMENT**

18 A. **Probationary Periods**

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

27 B. **Evaluation**

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

30 C. **Meetings - Board of Education**

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

33 D. **Resignation**

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

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

38 **ARTICLE V**
39 **GRIEVANCE PROCEDURE**

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

42 **Preliminary Stage**

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

45 **Basic Principles**

- 46 A. If the aggrieved person fails to act within twenty (20) work days after he/she knew or should have known of
47 the act or conditions on which the grievance is based, the person waives the right to grieve.
- 48 B. If an aggrieved party fails to appeal an unsatisfactory disposition of the alleged grievance to the next step of
49 the procedure within the specified time limit, the grievance will be deemed to be discontinued and further
50 appeal shall be barred.
- 51 C. Failure at any step of the grievance procedure to communicate a decision to the aggrieved party within the
52 time limit specified shall permit the lodging of an appeal to the next step of the procedure within the time
53 which would have been allotted had the decision been communicated on the final day.
- 54 D. The time limits provided herein may be extended by mutual agreement in writing between the aggrieved
55 party and the Superintendent.

56 **Stage I**

- 57 A. This step is for those who do not have the Superintendent as their immediate supervisor. The aggrieved
58 person(s) shall present, in writing, the alleged grievance to the immediate supervisor, who shall discuss the
59 claim with the aggrieved and make any investigations that appear necessary. An alleged grievance must

1 be presented within twenty (20) work days of the date of the action. The immediate supervisor shall render
2 a determination in writing to the aggrieved within five (5) work days after the claim has been presented. All
3 persons who have filed a grievance under those procedures shall be entitled to be present with a
4 representative of their own choice, at any stage of the grievance.

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

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

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

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

14 **Stage II**

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

21 **Stage III**

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

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

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

43
44 **AGREEMENT**

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

48
49
50 _____
51 Dan McCarthy, President
52 HF-L Administrative Association

8/27/08

Date

53
54 _____
55 Michelle M. Kavanaugh, Superintendent of Schools

8/2708

Date

1 **AGREEMENT BETWEEN THE HONEOYE FALLS-LIMA CENTRAL SCHOOL DISTRICT AND THE HONEOYE**
2 **FALLS-LIMA ADMINISTRATORS ASSOCIATION**
3

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

8 WHEREAS, Honeoye Falls-Lima Central School District and the Honeoye Falls-Lima Administrators
9 Association find the following to be in the best interest of all parties,
10

11 WHEREAS, in consideration of the mutual agreements set forth below the parties agree as follows:
12

- 13 1. The collective bargaining agreement between the District and the Association dated July 1, 2008 through
14 June 30, 2011 does not specify a work week. However, unit members typically work a Monday through
15 Friday schedule.
- 16 2. The secretarial association and buildings and grounds association have agreed to a compressed
17 temporary work week over the summer, to wit a Monday through Thursday work schedule from June 28,
18 2010 through August 27, 2010 given the district will be closed on Friday.
- 19 3. The District desires to retain supervision over those employees during the times compressed work week
- 20 4. As a result the association agrees to a compressed work schedule, Monday through Thursday, meaning
21 the administrator will ensure a work schedule parallel to the secretarial and buildings and grounds daily
22 work schedule to retain supervision over the employees.
- 23 5. The District and the Association have read this memorandum of agreement has had its provisions
24 explained to them by their attorney or representative of their choice and fully understand the provisions of
25 this agreement.
- 26 6. This memorandum represents the full, final and complete agreement of the parties superseding any oral
27 agreements or understandings, and may not be waived, modified or discharged orally, but only by a
28 written agreement signed by the parties hereto.
- 29 7. This agreement is in no way precedent setting.
- 30 8. The invalidity or unenforceability of any provision of this agreement shall not in any way affect the validity
31 or enforceability of the entire agreement.
- 32 9. Both parties enter this agreement, knowingly, freely, and without coercion.
- 33 10. Signatures below indicate all parties being duly authorized have read the foregoing and enter into this
34 agreement.
- 35 11. This agreement is temporary for the period of June 28, 2010 through August 27, 2010 and will sunset and
36 expire on August 27, 2010 at 11:59 p.m. where a normal Monday through Friday work schedule will
37 begin.
38
39

40 IN WITNESS WHEREOF, this settlement agreement has been executed this ____ day of May, 2010
41 intending to be legally bound.
42
43

44 _____
45 Dr. Michelle Kavanaugh, on behalf of the
46 Honeoye Falls-Lima Central School District
47
48

Date: 5/28/10

49 _____
50 Dan McCarthy, Association President
51
52

Date: 5/28/10

1
2
3 **Memorandum of Agreement**
4 **between**
5 **Honeoye Falls-Lima Administrative Association**
6 **and the**
7 **Superintendent of Schools**

8 Whereas the Association and the Superintendent have met and discussed their respective interests concerning a
9 successor Agreement to their Agreement currently in effect for the term July 1, 2008 to June 30, 2011; and

10
11 Whereas the Association and the Superintendent desire to maintain the economic status quo for the 2011-2012
12 school year;

13
14 It is hereby agreed:

- 15
16 1. The Agreement for the term July 1, 2008 to June 30, 2011 is hereby extended for one year to June 30,
17 2012, with all terms and conditions contained therein remaining in effect, except as hereinafter expressly
18 provided.
19
20 2. In the 2011-2012 school year the salaries of unit members will not be increased, but will remain fixed at
21 the same amounts as in the 2010-2011 school year, unaffected by the operation of Article III,
22 Remuneration, sections A. Base Increase and B. Merit Pay.
23
24 3. This Agreement is made without prejudice to the rights of either party respecting collective bargaining of a
25 successor Agreement upon the expiration of the extended term of the current Agreement on June 30,
26 2012.
27
28 4. The Association and the Superintendent acknowledge their responsibility to negotiate concerning
29 elements of the annual professional performance review of building principals pursuant to section 3012-c
30 of the Education Law. Notwithstanding this Memorandum of Agreement, they agree to continue to meet
31 and negotiate in order to reach timely agreement concerning such matters so that they may be in
32 compliance with the provisions of section 3012-c of the Education Law for the annual professional
33 performance review of building principals by applicable deadlines.
34
35

36 IN WITNESS WHEREOF, the parties hereto have set their hands and seals the day and year set forth below.
37
38
39
40

41 Dated: 2/8/11

Daniel McCarthy, President
HF-L Administrative Association

42
43
44
45
46
47
48 Dated: : 2/8/11

Michelle Kavanaugh, Superintendent
Honeoye Falls-Lima Central School District

1 **AGREEMENT BETWEEN THE HONEOYE FALLS-LIMA CENTRAL SCHOOL DISTRICT**
2 **AND THE HONEOYE FALLS-LIMA ADMINISTRATORS ASSOCIATION**
3

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

8 WHEREAS, Honeoye Falls-Lima Central School District and the Honeoye Falls-Lima Administrators
9 Association find the following to be in the best interest of all parties,
10

11 WHEREAS, in consideration of the mutual agreements set forth below the parties agree as follows:
12

- 13 12. The collective bargaining agreement between the District and the Association dated July 1, 2008 through
14 June 30, 2012 does not specify a work week. However, unit members typically work a Monday through
15 Friday schedule.
- 16 13. The secretarial association and buildings and grounds association are in the process of agreement to a
17 compressed temporary work week over the summer, to wit a Monday through Thursday work schedule
18 from June 27, 2011 through August 26, 2011.
- 19 14. The District desires to retain supervision over those employees during the times of the compressed work
20 week.
- 21 15. The Transportation Department is excluded from a compressed work week schedule due to required bus
22 runs on Fridays. Therefore, the Director of Transportation has flexibility to choose between a
23 compressed work week or her regular work week.
- 24 16. As a result, the association agrees to a compressed work schedule, Monday through Thursday, meaning
25 the administrator will ensure a work schedule parallel to the secretarial and buildings and grounds daily
26 work schedule to retain supervision over the employees.
- 27 17. The District and the Association have read this memorandum of agreement has had its provisions
28 explained to them by their attorney or representative of their choice and fully understand the provisions of
29 this agreement.
- 30 18. This memorandum represents the full, final and complete agreement of the parties superseding any oral
31 agreements or understandings, and may not be waived, modified or discharged orally, but only by a
32 written agreement signed by the parties hereto.
- 33 19. This agreement is in no way precedent setting.
- 34 20. The invalidity or unenforceability of any provision of this agreement shall not in any way affect the validity
35 or enforceability of the entire agreement.
- 36 21. Both parties enter this agreement, knowingly, freely, and without coercion.
- 37 22. Signatures below indicate all parties being duly authorized have read the foregoing and enter into this
38 agreement.
- 39 23. This agreement is temporary for the period of June 27, 2011 through August 26, 2011 and will sunset and
40 expire on August 26, 2011 at 11:59 p.m. where a normal Monday through Friday work schedule will
41 begin.
42
43

44 IN WITNESS WHEREOF, this settlement agreement has been executed this _____ day of May, 2011
45 intending to be legally bound.
46
47

48 _____
49 Dr. Michelle Kavanaugh, on behalf of the
50 Honeoye Falls-Lima Central School District
51

Date: _____ 5/12/11 _____

52 _____
53 Dan McCarthy, HFL Administrator Association President
54

Date: _____ 5/12/11 _____

1 **AGREEMENT BETWEEN THE HONEOYE FALLS-LIMA CENTRAL SCHOOL DISTRICT**
2 **AND THE HONEOYE FALLS-LIMA ADMINISTRATORS ASSOCIATION**
3

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

8 WHEREAS, Honeoye Falls-Lima Central School District and the Honeoye Falls-Lima Administrators
9 Association find the following to be in the best interest of all parties,
10

11 WHEREAS, in consideration of the mutual agreements set forth below the parties agree as follows:
12

- 13 24. The collective bargaining agreement between the District and the Association dated July 1, 2008 through
14 June 30, 2012 does not specify a work week. However, unit members typically work a Monday through
15 Friday schedule.
- 16 25. The secretarial association and buildings and grounds association have finalized agreement to a
17 compressed temporary work week over the summer, to wit a Monday through Thursday work schedule
18 from June 25, 2011 through August 31, 2012.
- 19 26. The Transportation Department is excluded from a compressed work week schedule due to required bus
20 runs on Fridays. Therefore, the Director of Transportation has flexibility to choose between a
21 compressed work week or her regular work week.
- 22 27. As a result, the association agrees to a compressed work schedule, Monday through Thursday, meaning
23 the administrator will ensure a work schedule parallel to the secretarial and buildings and grounds daily
24 work schedule to retain supervision over the employees.
- 25 28. The District and the Association have read this memorandum of agreement has had its provisions
26 explained to them by their attorney or representative of their choice and fully understand the provisions of
27 this agreement.
- 28 29. This memorandum represents the full, final and complete agreement of the parties superseding any oral
29 agreements or understandings, and may not be waived, modified or discharged orally, but only by a
30 written agreement signed by the parties hereto.
- 31 30. This agreement is in no way precedent setting.
- 32 31. The invalidity or unenforceability of any provision of this agreement shall not in any way affect the validity
33 or enforceability of the entire agreement.
- 34 32. Both parties enter this agreement, knowingly, freely, and without coercion.
- 35 33. Signatures below indicate all parties being duly authorized have read the foregoing and enter into this
36 agreement.
- 37 34. This agreement is temporary for the period of June 25, 2012 through August 31, 2012 and will sunset and
38 expire on August 31, 2012 at 11:59 p.m. where a normal Monday through Friday work schedule will
39 begin.
40

41
42 IN WITNESS WHEREOF, this settlement agreement has been executed this 14th day of February, 2012
43 intending to be legally bound.
44
45
46

47
48 _____
49 Dr. Michelle Kavanaugh, on behalf of the
50 Honeoye Falls-Lima Central School District
51

Date: 2/14/12

52
53 _____
54 HFL Administrator Association Representative
55

Date: 2/14/12

1 **Memorandum of Agreement**
2 **between the**
3 **Honeoye Falls-Lima Administrative Association and the Superintendent of Schools**
4 **concerning**
5 **HFLAA Retirement Incentive 2012**
6

7 Whereas the parties have discussed and reached agreement concerning a retirement incentive to be offered to
8 District employees in titles within the unit represented by the Association; and
9

10 Whereas the parties wish to implement their retirement incentive agreement for a limited time period and
11 supplemental to the parties' current collective bargaining agreement;
12

13 It is hereby agreed:

- 14 1. Eligibility: All unit members who are eligible for retirement under either the New York State Teachers
15 Retirement System or the New York State Employees Retirement System, without reduction in benefits
16 due to failure to reach the minimum age and service requirements for the applicable tier, and who intend
17 to retire from service upon resignation from employment with the Honeoye Falls-Lima Central School
18 District, are eligible for the HFLAA Retirement Incentive 2012 (hereafter "the retirement incentive").
- 19 2. Window for application: A unit member who intends to apply for the retirement incentive must submit to
20 the Superintendent, no later than March 12, 2012, an application including an irrevocable resignation
21 effective no later than November 30, 2012, in the form annexed to this Memorandum of Agreement. The
22 resignation contained in any timely application will be considered provisional until the minimum conditions
23 for implementation of the incentive have been met or March 13, 2012, whichever occurs first.
- 24 3. Minimum conditions for implementation: The retirement incentive will be implemented if and only if (a) at
25 least two unit members submit timely applications and (b) at least one of the applicants has a 2011-12
26 base salary above \$105,000. The Superintendent of Schools will notify the President of the Association
27 and all applicants as soon as the minimum conditions for implementation have been met. If the minimum
28 conditions for implementation are not met on or before March 12, 2012, then on March 13, 2012 any
29 applications that have been submitted will be deemed void, and the Superintendent will notify the
30 President of the Association and all applicants that the retirement incentive will not be implemented.
- 31 4. Incentive payment: If the minimum conditions for implementation are met, the District will pay to each
32 applicant the sum of Ten Thousand Dollars (\$10,000), net authorized payroll withholding and deductions,
33 in the last regular payroll due to the applicant.
- 34 5. No effect on other benefits: Application for and receipt of the retirement incentive provided by this
35 Memorandum of Agreement will not negate or otherwise affect any unit member's eligibility for any
36 previously-approved retirement incentive or any other benefits provided by the parties' Collective
37 Bargaining Agreement.
- 38 6. Sunset: This Memorandum of Agreement shall expire upon the latest date of payment by the District of
39 any retirement incentive payment due under the terms of this Memorandum of Agreement, or on March
40 13, 2012 if the minimum conditions of implementation have not been met by that date.
- 41 7. IT IS AGREED BY AND BETWEEN THE PARTIES THAT ANY PROVISION OF THIS AGREEMENT
42 REQUIRING LEGISLATIVE ACTION TO PERMIT ITS IMPLEMENTATION BY AMENDMENT OF LAW
43 OR BY PROVIDING THE ADDITIONAL FUNDS THEREFOR SHALL NOT BECOME EFFECTIVE UNTIL
44 THE APPROPRIATE LEGISLATIVE BODY HAS GIVEN APPROVAL.
45

46 IN WITNESS WHEREOF, the parties hereto have set their hands and seals the day and year set forth below.
47
48

49
50 Dated: 2/28/12

Daniel McCarthy, President, HFL Administration Association

51
52
53
54
55 Dated: 2/28/12

Michelle Kavanaugh, Superintendent
Honeoye Falls-Lima Central School District

