



AGREEMENT

BETWEEN THE

HONEOYE FALLS-LIMA ADMINISTRATIVE ASSOCIATION

AND THE

SUPERINTENDENT OF SCHOOLS

HONEOYE FALLS-LIMA CENTRAL SCHOOL DISTRICT

HONEOYE FALLS, NEW YORK

FROM

JULY 1, 2022 TO JUNE 30, 2025

TABLE OF CONTENTS

	<u>Page No.</u>
Preamble	3
I. Professional Development	3
II. Employee Benefits	3
A. Health Insurance	3
B. Retiree Health insurance	3
C. Worker's Compensation	4
D. Long-Term Disability Insurance	4
E. Life Insurance	4
F. Medical Reimbursement Fund	5
G. Vacations	5
H. Legal Holidays	5
I. Paid Leave of Absence	5
1. Sick Leave	5
2. Personal Days	5
3. Death in Family	5
4. Family Illness	5
5. Jury Duty	5
J. Unpaid Leave of Absence	6
1. Parental Leave	5
2. Personal Leave	5
3. Military Leave	6
K. Payment of Subsidy or Tuition	6
L. Wellness Center	6
M. Tuition-Free Enrollment of Children	6
III. Remuneration	6
A. Base Increase	6
B. Salary Ranges	6
C. Longevity Incentive	6
D. Payroll	6
E. Payroll Deductions	7
IV. Conditions of Employment	7
A. Probationary Periods	7
B. Evaluation	7
C. Meetings - Board of Education	7
D. Resignation	7
V. Grievance Procedure	7
Agreement	9
Appendix	
Principal APPR General Agreement	10

PREAMBLE

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

The Board of Education recognizes the Honeoye Falls-Lima Administrative Association as the exclusive collective bargaining representative for an employee unit consisting of all administrative and supervisory personnel who are employees of the district in the positions of: Principal, Assistant Principal, Director of Physical Education/Health/Interscholastic Athletics, Director of Facilities, Director of Transportation, Director of Professional Development (K-12), Director of Pupil Personal Services, and excluding the positions of Superintendent, Assistant Superintendent for Instruction, Assistant Superintendent of Business and Operations, Director of Human Resources, and all others.

ARTICLE I PROFESSIONAL DEVELOPMENT

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

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

ARTICLE II EMPLOYEE BENEFITS

A. Health Insurance

The District will pay 85% of the RASHP II Value plan premium. This coverage will extend to dependent children and the spouse or domestic partner of the unit member. An administrator may opt out of Health Insurance and get an additional one thousand four hundred dollars (\$1,400), as wages through payroll or for buying insurance or TSA. In keeping with the requirements of the Affordable Care Act, in order to receive this payment, an administrator opting out of district provided health insurance, must complete a waiver indicating his/her desire not to enroll in district coverage and must submit proof of alternative coverage. 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.

If a unit member enrolls in a District plan that has a lower premium than the Value Plan (e.g., high deductible health plan), the District will contribute 85% of the premium cost for the lower cost plan. The District will also credit/contribute to the unit member's HRA/HSA an amount equal to ½ of the District's net savings between the monthly premium for the Value Plan and the lower cost plan. Any amounts contributed based on this savings will be credited/contributed on a quarterly basis in January, April, July and October of each year.

Domestic partners are eligible for insurance. A domestic partner affidavit must be signed and notarized prior to obtaining coverage and the employee must satisfy the District that a qualifying domestic partnership exists. Should the domestic partnership cease to exist, the employee must notify the District. A copy of the affidavit will be located in the Human Resources Office.

B. Retiree Health Insurance

The District will pay the full premium for all of the health insurance coverage the District offers for every administrator hired prior to July 1, 2002, 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 or domestic partner of the deceased retired administrator until remarriage or becoming otherwise insured. This coverage will extend to dependent children and the spouse or domestic partner 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 RASHP II Value plan premium 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 dependent children and the spouse or domestic partner of the deceased retired administrator until remarriage or becoming otherwise insured.

Beginning with administrators hired on or after July 1, 2020 and who have completed ten (10) years of service in the District, the District will pay 85% of the RASHP II Value plan premium 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 dependent children and the spouse or domestic partner of the deceased retired administrator until remarriage or becoming otherwise insured.

Retired Unit members and their spouses or domestic partners will enroll in a Medicare supplement plan (e.g. Medicare Blue Choice) upon reaching the age of Medicare eligibility. The District's premium contribution will be at the same percentage as outlined in subsections B above, as applicable.

If a retiree moves out of the geographical area covered by the coverage offered by the District, the District will reimburse the retiree, at the same percentage rate as outlined in subsections B above, as applicable) as if the retiree had elected District-provided coverage, if the retiree purchases alternate health insurance coverage.** In order to qualify for such "portability" reimbursement, the retiree must submit receipts for premiums paid for the months of January through June no later than July 15 of each year, and for the months of July through December no later than January 15 of the following year. The District will issue reimbursements within 30 days of July 15 and January 15, respectively. A retiree who fails to timely submit a receipt for reimbursement will waive his/her right to reimbursement for that six month period, but shall remain eligible for future reimbursement if timely requests are made.

** In no event shall the District's reimbursement exceed the dollar amount that it would contribute for a plan offered by the District.

Domestic partners are eligible for insurance. A domestic partner affidavit must be signed and notarized prior to obtaining coverage and the employee must satisfy the District that a qualifying domestic partnership exists. Should the domestic partnership cease to exist, the employee must notify the District. A copy of the affidavit will be located in the Human Resources Office.

C. 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.

D. Long-Term Disability Insurance

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

E. Life Insurance

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

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

F. Medical Reimbursement Fund

All unit members will have an individual medical reimbursement fund administered according to terms agreed upon between the District and the Association. The District shall contribute to each unit member's fund \$2,100. In keeping with the requirements of the Affordable Care Act, in order to receive this payment, an administrator opting out of district provided health insurance, must complete a waiver indicating his/her desire not to enroll in district coverage and must submit proof of alternative coverage.

G. Vacations

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

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

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

H. Legal Holidays

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

I. Paid Leave of Absence

1. **Sick Leave:**

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

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

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

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

5. **Jury Duty:** The personnel of the Honeoye Falls-Lima Central School District are expected to serve as jurors when called upon by governmental agencies. In only rare instances will the administration intercede for an employee in asking for release from this obligation. No personnel shall gain or lose salary because of service on jury. Remuneration received for jury duty will be referred to the School District Treasurer. The person serving on jury duty will reimburse the District for the per diem jury duty rate paid to them while on duty. The check should be made out to the School District Treasurer. All of the expense received by the person serving on jury duty will be retained by them.

J. 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.

K. 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.

L. 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.

M. Tuition-Free Enrollment of Children

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

**ARTICLE III
REMUNERATION**

A. Base Increase

Wages increase according to the chart below:

Year	Percent Increase
2022-2023	3.5%
2023-2024	3.5%
2024-2025	3.5%

In addition to the wage offer in the proposal, The District will offer a \$3,000 one-time payment to all full-time unit member who were regularly employed by HF-L on March 1, 2021 and returned to work in the 2021-2022 school year. This amount will be paid in a separate check within four weeks of Board approval, after unit ratification of this contract.

B. Salary Ranges

Minimum and maximum salary levels have been established for each position as follows:

Salary Ranges		
Position	Min	Max
High School, Middle School, and Manor Principal, Director of PPS, Athletic Director	\$ 105,000.00	\$174,500
Director of PD, Director of Facilities, Director of Transportation, Lima Principal	\$ 85,000.00	\$160,000
Assistant Principals	\$ 80,000.00	\$140,000

C. Longevity Incentive

The District recognizes the importance of sustaining educational leadership. Therefore, the District will make a longevity payment in the amounts listed below to each administrative unit member who attains the following continuous number of years of eligibility as an administrator. The benefit will be applied to the unit member's base salary one-time following the achievement date.

Completed Years	Amount Paid
10	\$500

D. Payroll

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

E. Payroll Deductions

Payroll deductions may be made for the following purposes:

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

**ARTICLE IV
CONDITIONS OF EMPLOYMENT**

A. Probationary Periods

Certificated Administrators under the Education Law who were appointed before July 1, 2015 shall serve a probationary period of three (3) years. Recommendation for tenure appointment at the completion of three (3) years probationary service is to be made to the School Board upon the recommendation of the Superintendent of Schools. Certificated Administrators under the Education Law who were appointed on or after July 1, 2015 shall serve a probationary period of four (4) years. Recommendation for tenure appointment at the completion of four (4) years probationary service is to be made to the School Board upon the recommendation of the Superintendent of Schools. An administrator who is not to be recommended for appointment of tenure will be notified by the Superintendent of Schools, in writing, not later than 60 days immediately preceding the expiration of their probationary appointment. Administrators appointed through Civil Service shall serve a probationary period of three months, commencing with the date of appointment to the position. Prior to the completion of three months probationary period, the administrator shall be considered for permanent appointment.

B. Evaluation

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

- All principals shall be evaluated through the APPR process, which is provided in Appendix A.
- All other administrators will be evaluated by their immediate supervisor. This includes Assistant Principals, who shall be evaluated by their building Principal.
- All other administrators will set annual goals by October 15th of each year with his or her immediate supervisor. These goals will be reviewed at mid-year and at the end of each school year. However, non-certified administrators may through mutual agreement with their supervisor elect an alternate review calendar, such as Nov 1 to Oct 30.

C. Meetings - Board of Education

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

D. Resignation

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

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

**ARTICLE V
GRIEVANCE PROCEDURE**

It is the purpose of this grievance procedure to secure equitable solutions to alleged grievances at the lowest possible administrative level. A grievance may be filed for a perceived violation of this agreement.

Preliminary Stage

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

Basic Principles

- A. If the aggrieved person fails to act within twenty (20) work days after he/she knew or should have known of the act or conditions on which the grievance is based, the person waives the right to grieve.

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

Stage I

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

Stage II

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

Stage III

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

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

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

AGREEMENT

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



Joelle Weaver, HFL Administrative Association

7/12/22

Date



Gene Mancuso, Superintendent of Schools

7/12/22

Date