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

Title: **Long Lake Central School District and Long Lake Faculty Association, NYSUT, AFT, NEA, AFL-CIO, Local 2797 (2009)**

Employer Name: **Long Lake Central School District**

Union: **Long Lake Faculty Association, NYSUT, AFT, NEA, AFL-CIO**

Local: **2797**

Effective Date: **07/01/09**

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AGREEMENT BETWEEN  
**LONG LAKE CENTRAL SCHOOL  
DISTRICT**

**RECEIVED**  
NYS PUBLIC EMPLOYMENT  
RELATIONS BOARD

NOV 23 2009

AND

**ADMINISTRATION**

**LONG LAKE FACULTY  
ASSOCIATION**  
LOCAL 2797  
NYSUT, AFT, NEA, AFL-CIO

July 1, 2009 – June 30, 2012

# of Employees  
Covered by Agreement

19



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## **RECOGNITION**

In accordance with the provision of the Public Employees Fair Employment Act (Article 14 of the Civil Service Law), the Long Lake Central School Board of Education (hereinafter called the "Board"), having determined that the Long Lake Faculty Association (hereinafter called the "Association") is supported by a majority of the teachers and guidance counselors (hereinafter referred to as "Teachers") in a unit consisting of all certificated personnel, except administrative and BOCES personnel, hereby recognizes the Long Lake Faculty Association as the exclusive bargaining agent for the teachers in said unit.

Part-time teachers (less than 1.0 FTE) hired after September 1, 2003 shall receive pro-rated benefits, except for income protection, including insurance and leave time, in accordance with their FTE. Any full-time teachers reduced to part-time status by the District shall retain their health insurance benefits with the same co-pay as active full-time teachers; all other benefits will be pro-rated.

### **ARTICLE I: PAID LEAVES**

1. Sick Leave:

Each teacher shall receive fifteen (15) days of sick leave at the start of each school year; unused sick leave days shall be cumulative at the end of each school year to a maximum of 200 days. A teacher using accumulated sick leave may be required to submit a written statement from a physician affirming that ill health necessitates the absence. This applies to personal illness only. When teachers retire or leave the district, they forfeit their sick days.

2. Personal Leave:

All full-time teachers shall be entitled upon request to five (5) days of personal leave annually in addition to sick leave. At the end of each year, any unused personal leave shall be added to the teacher's accumulated sick leave, subject to the 200 day limit. Teachers shall notify the principal at least twenty-four (24) hours before the date of the leave, except in emergency situations. No reasons need be stated for taking this leave. Personal leave cannot be used on the day or days immediately preceding or immediately following any vacation period, holiday period, or long weekend. Teachers in unusual circumstances may be granted a conference with the Superintendent for a request of personal leave before or after a holiday, vacation, or long weekend. For each day of personal leave requested beyond the five days allowed per school year, the teacher must state the reason for the request. Each such additional day of personal leave taken by any teacher shall be deducted from the teacher's sick leave.

3. Bereavement Leave:

In the event of a death in the immediate family, a teacher shall be entitled to three (3) days of paid leave without loss of pay or benefits. Immediate family is defined as spouse, children, grandchildren, parents, grandparents, brother, sister, father-in-law, mother-in-law, son-in-law, daughter-in-law, brother-in-law, sister-in-law, or any relative or person living in the teacher's household.

4. Jury Duty:

Teachers will be granted the time necessary for the performance of jury duty without loss of pay. The teacher will be required to submit to the district the amount of money received for jury services, excluding expense monies.

**ARTICLE II: SICK LEAVE BANK**

1. Purpose: The sick leave bank is established to aid and protect participants who suffer prolonged illness or disability.

2. Availability and Number of Sick Bank Days:

- a. Only contributing members of the sick bank may be eligible to draw from the bank.
- b. Each teacher wishing to be eligible for sick bank withdrawals shall subscribe two days to the bank.

These contributed days will be deducted from the teacher's accumulated leave days. The district shall contribute one day for every two days contributed by subscribers.

- c. The days in the sick bank not used in any school year will be carried over to the following year.
- d. Members of the Association may enroll in the sick bank at the beginning of the school year (September). When the total accumulated number of sick bank days decreases to ten (10), a special re-enrollment shall be held according to the above mentioned format.

3. Administration:

- a. A committee consisting of two members selected by the Association; the Superintendent; and a Board member will administer the bank. If otherwise unresolved, tie votes will be broken by a mutually agreed upon individual.
- b. Application Guidelines:
  - i. All applications must be submitted in writing and include the following information:
    1. A statement from the teacher which indicates that all of his/her accumulated sick days have been exhausted.
    2. A physician's statement indicating the nature of the illness or injury.
    3. The number of days being requested, which will be limited from one to fifteen days per request.
- c. Each request will be judged individually. There will be no appeal. Reasons for denial will be in writing.
- d. The bank administrators will meet as often as necessary to be sure that all applications are thoroughly reviewed.

**ARTICLE III: HEALTH INSURANCE**

1. For the 2009-10 school year, bargaining unit members will contribute six (6) percent of the total premium.
2. For the 2010-11 school year, bargaining unit members will contribute six (6) percent of the total premium.
3. For the 2011-12 school year, bargaining unit members will contribute six (6) percent of the total premium.
4. In addition, the District shall pay the full cost of health insurance for teachers retired from the school district who have had at least seven (7) years service in the Long Lake Central School District. If a teacher retired under a family or two person policy plan, the coverage will remain the same until the death of the employee. After the death of the employee, the spouse or family will lose coverage at the end of that month, unless they choose to continue coverage at their own expense by paying the existing

(full) school health premium.

5. The District shall establish an IRS 125 plan for the payment of health insurance premiums only.
6. Health Insurance Buyout Provision.
  - a. Members of the unit who do not participate in the District's health insurance plan for the entire school year, July 1 through June 30, shall receive a buyout of \$1,900 in each subsequent year of the contract. Buyout payments shall be disbursed annually in June of the current school year.
  - b. Members who do not participate in the District's health insurance plan for less than the entire school year (July 1 through June 30), will receive a prorated buyout payment based on the twelve month period. For example, if a member started employment effective September 1, the buyout provision would be 10/12 of the total buyout.
  - c. Nothing contained herein shall preclude a member from reentering the plan on the health insurance carrier's open enrollment dates, currently January 1 and July 1, by notifying the Business Manager one month in advance of the reenter date.

#### **ARTICLE IV: INCOME PROTECTION**

1. The Board of Education shall pay the full cost of an income protection plan sponsored by the New York State United Teachers and underwritten by the First Unum Insurance Company.

#### **ARTICLE V: COMPENSATION FOR SUBSTITUTE TEACHERS**

1. A regular substitute teacher will be paid according to his or her proper place on the salary schedule retroactive after working for twenty (20) days at substitute pay. The Long Lake District considers a regular substitute to be one who is employed in the same position for twenty (20) consecutive instructional days.



**ARTICLE VI: MATERNITY AND CHILD-REARING LEAVE**

1. Leaves of absence related to pregnancy and the birth or adoption of a child shall consist of two parts: One, "Maternity Leave" for a bargaining unit member who is pregnant or has recently given birth, which shall be treated as a disability leave, and is paid leave to the extent sick leave is available to her pursuant to the provisions of Article I(1) of this agreement. This leave is available for any period of pregnancy-related disability; Two, "Child-Rearing Leave," for all bargaining unit members, which is an unpaid leave, for the purpose of caring for the bargaining unit member's newborn child or newly adopted preschool child at home.
2. Bargaining unit members requesting either leave shall give notice of the expected date of the commencement of the leave as soon as reasonably possible.
3. Child-rearing leave shall be granted for a period of up to one year; provided, however, at the bargaining unit member's request, such leave shall be extended for up to two years.
4. During any period of maternity leave and child-rearing leave, insurance benefits shall continue for a period not to exceed ten (10) months, on the following basis:
  - a. First, in accordance with the requirements of the Family and Medical Leave Act (FMLA).
  - b. For up to the remainder of five (5) months (inclusive of any period of FMLA leave), bargaining unit members shall receive health insurance benefits with the same co-pay as they would have paid had they not been on a leave.
  - c. For the remainder of the ten (10) months the District and the bargaining unit member shall share the cost of the health insurance premiums equally (50/50).
  - d. After ten (10) months, the bargaining unit member may continue to participate in the District's health insurance plan by paying his/her costs.
5. Sickness or disability caused or contributed to by pregnancy, miscarriage, abortion, childbirth, and/or recovery there from shall be treated as any other sickness or disability under the provisions of this agreement. The District may require a physician's certificate attesting to the period of sickness or disability, and during such sickness or disability bargaining unit members shall, at their option, be entitled to the use of any accrued

sick leave.

**ARTICLE VII: FAMILY CARE LEAVE**

1. The Board of Education shall, at its discretion, grant up to two years of family care leave to members of the bargaining unit. Family is defined as child, spouse, parent, grandparent, or any relative or person living in the teacher's household.
2. Family care leave shall be unpaid.
3. During such leave the teacher may continue to participate in the District's health insurance plan by paying his/her costs, except as otherwise required by the FMLA.

**ARTICLE VIII: LEAVE OF ABSENCE**

1. The Board of Education shall, at its discretion, grant a teacher a leave of absence for one year or part of one year. The purpose of the leave shall be for study, research or such other purpose as may be approved by the board.
2. If such leave shall exceed 50% of the school year, the teacher shall not receive a salary step increase. During such leave the teacher will be unpaid and will receive no fringe benefits except health insurance.

**ARTICLE IX: RETURN FROM LEAVES**

1. Upon his/her return to the District from a leave of absence, the bargaining unit member shall be returned to a substantially equivalent position within his/her tenure area. A bargaining unit member will be entitled to advance on the salary schedule only if (s)he served at least 50% of the previous school year.

**ARTICLE X: DUTIES**

1. The length of the school day shall be a total of seven (7) and one quarter (1/4) consecutive hours, beginning at 7:30 a.m. and ending at 2:45 p.m. Teachers are expected to be in attendance at 7:30 a.m. unless previous arrangements have been made with the Superintendent.

2. The Superintendent will do everything possible to rotate duties (such as bus duty, morning supervision, noon supervision, late bus duty, etc.) in the best possible manner to fit into the schedule.

#### **ARTICLE XI: FLEXIBLE SCHEDULING**

1. Bargaining unit members that agree voluntarily to alter the established starting or ending time of the school day to provide for a flexible schedule, shall be allowed to enter into a written agreement to do so provided the following conditions are met:
  - a. The term of the flexible schedule shall be determined at the start of the agreement and shall be for no more than one school year. The term may be extended or renewed by mutual agreement of the bargaining unit member and the District.
  - b. The Association President shall be notified of any request for flexible scheduling at the time the individual bargaining unit member is approached by the District. A copy of the agreement shall be provided to the Association once it is signed and attached to the contract.
2. The Guidance Counselor will work ten (10) days during the summer. Such days will be determined by the Superintendent and the Counselor, and will be paid 1/200th of his/her annual salary for each day worked. Additional days, up to a maximum of five (5) days may be scheduled by mutual agreement of the Counselor, such days to be scheduled by the Counselor and to be paid at the rate listed above.

#### **ARTICLE XII: TEACHER PERSONNEL FILES**

1. All data maintained by the district on individual members of the faculty relative to employment, promotion, discipline or evaluation (exclusive of confidential references and communications received in connection with the initial employment) shall be placed in a single file and maintained in the Superintendent's/Principal's office.
2. No material derogatory to a teacher's conduct, service, character or personality shall be placed in his/her personnel file unless the teacher has had an opportunity to review the material. The teacher shall acknowledge that he or she has had the opportunity to review such materials by affixing his or her signature to the copy to be filed, with the express understanding that such signature in no way indicates agreement with the contents thereof, and that such signature may not be withheld. The teacher shall

also have the right to submit a written answer to such material and his/her answer shall be reviewed by the Superintendent and attached to the file copy.

3. The teacher shall have the right upon request to review the contents of his or her personnel file (with the exception of confidential references and communication received in connection with initial employment) and shall be allowed to make copies of any documents therein.
4. The teacher shall be entitled to have a representative of the Long Lake Faculty Association accompany him or her during such review. The District may at its option have the Superintendent or District Clerk in the room at the time.
5. No material in the file shall be forwarded to any agency, organization, prospective employer, or other party without the express written consent of the member.
6. Only properly-filed material may be used in any case against a teacher.

#### **ARTICLE XIII: PROFESSIONAL BEHAVIOR**

1. A teacher will be entitled to have a representative of the Long Lake Faculty Association present when the teacher is being reprimanded, warned or disciplined for any alleged infraction of rules or delinquency in professional performance. When a request for such representation is made, no action shall be taken with respect to the teacher until such representative of the Long Lake Faculty Association is present. The Board of Education and/or the Administration may also have a representative present.
2. Arrangements to have a representative present must be made within twenty-four (24) hours of the requested meeting, if possible, or within a reasonable period of time thereafter.

## ARTICLE XIV: GRIEVANCE PROCEDURE

### 1. Purpose:

The purpose of this procedure is to provide a means for orderly settlement of grievances of teachers in an informal manner whenever possible and otherwise by formal proceedings as stated below. The resolution of a grievance as early as possible is desirable.

### 2. Definitions:

- a. A grievant shall mean any bargaining unit member who allege(s) a grievance.
- b. Parties in interest shall mean the Association and any party named in a grievance who is not the aggrieved party.
- c. A grievance is a claim by any employee or group of employees based on any event or condition affecting their welfare and/or terms of employment including but not limited to any violation, misinterpretation, or misapplication of law, rules, policies, procedures, and practices of the Board of Education and Administration.
- d. Days shall mean working days, when teachers are expected to be in attendance.
- e. Grievance Committee is a committee created and constituted by the Long Lake Faculty Association.

### 3. Basic Principles:

- a. Before submission of a written grievance, the aggrieved party or the Association will attempt to resolve it informally.
- b. An aggrieved party and parties in interest shall have the right to present grievances in accordance with these procedures, free from coercion, interference, restraint, discrimination or reprisal.
- c. All grievance hearings and discussions shall be confidential, but a written copy of the grievance and the final determination and/or resolution of a grievance may be presented by the Association to its members and by the District to members and agents of the Board.

- d. An aggrieved party may be accompanied by and/or represented at any state of the grievance procedure only by authorized representatives of the Association.
- e. Each party in interest shall have access at reasonable times to all written statements and records pertaining to the grievance and shall have the right to participate fully in any hearing concerning the grievance.
- f. All documents, communications and records dealing with the processing of a grievance shall be filed separately from the personnel files of the participants.
- g. If a response is not communicated to an aggrieved party and the Association within the time limits herein established or otherwise mutually agreed to by the Association and the District, the grievance may be appealed to the next stage of the grievance procedure.
- h. No teacher shall suffer loss of pay or leave as a consequence of his/her participation in the grievance procedure.
- i. A grievance shall be submitted in writing at the Administrative stage of this procedure within forty-five (45) days of the time the aggrieved party knew or should reasonably have known of the event(s) or condition(s) from which the grievance arose.

#### 4. Complaint Stage

- a. The aggrieved party and/or representatives of the Association shall orally present the grievance to the Superintendent who shall informally discuss the grievance with the aggrieved party and/or representative of the Association in private. If such grievance is not satisfactorily resolved at this informal stage, the aggrieved party and/or the Association may proceed to the following stage.
- b. Nothing contained in the preceding paragraph shall be construed as limiting the right of any teacher having a complaint to discuss the matter informally with the administration and to have the matter adjusted at this stage without the intervention of the Association, provided the adjustment is not inconsistent with the terms of this agreement.

5. Administrator Stage:

- a. If the matter is not resolved informally, the grievance shall be reduced to writing and presented to the Superintendent.
- b. The Superintendent shall meet with the aggrieved party and any parties in interest within ten (10) days of receipt of the written grievance to fully discuss the matter.
- c. Within ten (10) days of such meeting, the Superintendent shall render a decision in writing to the aggrieved party and the President of the Association.

6. Board Stage:

- a. If the Superintendent's decision is not satisfactory, the grievance may be appealed in writing to the Board within fifteen (15) days of receipt of the decision.
- b. Within twenty (20) days of receipt of the appeal, the Board shall hold a hearing with the aggrieved party and any parties in interest.
- c. Within ten (10) days after the hearing, the Board shall render a decision in writing to the aggrieved party and to the President of the Association.

7. Arbitration Stage:

- a. If the aggrieved party and/or the Association is not satisfied with the decision at the Board Stage, and the Association determines that the grievance is meritorious, the Association may submit the grievance to the American Arbitration Association by serving a Demand for Arbitration upon the Board within twenty (20) days of receipt of the Board's decision.
- b. The arbitrator's decision will be in writing and will set forth his findings of fact, reasoning and conclusions on the issues.
- c. The arbitrator shall be without power or authority to make any decision which requires commission of any act prohibited by law or which violates the terms of this agreement.
- d. The decision of the arbitrator will be final and binding on all parties.

- e. The cost of the services of the arbitrator, including per diem expenses and actual and necessary travel and subsistence expenses, will be shared equally by the Board and the Association.

**ARTICLE XV: NON-RESIDENT FACULTY CHILDREN**

1. Expenses for Faculty Children:

The cost for children of faculty (who live outside the school district) to attend Long Lake Central School shall be \$100 for one child, \$50 for a second child and \$50 for additional children. This money will cover tuition and any necessary fees.

2. Transportation:

Parents will be responsible for transportation to and from school for all regular and extracurricular activities.

3. BOCES Attendance:

If a student under this agreement attends the Occupational Center, transportation to and from pickup points designated by the Board of Education will be the responsibility of the parents. The Occupational Center to be attended will be the Adirondack Educational Center, Route 3, Bloomingdale Road, Saranac Lake, New York.

- 4. With the stated exceptions, students attending school under this agreement will be entitled to all the rights and privileges of any other student attending Long Lake Central.
- 5. To be valid, the attendance agreement must be signed by a parent or guardian having legal custody of the student.
- 6. If any part of this agreement is proven invalid, the entire agreement in Article XV will be deemed invalid.



**ARTICLE XVI: SALARY STIPULATIONS AND SCHEDULES**

1. Bargaining unit members shall be entitled to the following annualized salary increase, as a pool of money to be divided equally among all employees.

2009 – 2010: Salary pool increase of 3.1%  
2010 – 2011: Salary pool increase of 3.1%  
2011 – 2012: Salary pool increase of 3.1%

The pool of money shall be prorated and divided equally among bargaining unit members each year.

For 2009-2010 Brian Beaudin shall be placed on Step 1 of the 2009-2010 Entry Level Salary Schedule, minus \$4,000 (as per paragraph 7 below). Pool calculations include his 2008-2009 salary, and pool is divided among 18.5 Full-time Equivalents. For 2010-2011 and 2011-2012 he shall receive increases as described in paragraph 3 and 4 below.

2. Salary increases for 2009-2010 shall be based on the following: Each bargaining unit member's base salary, which includes any compensation for graduate hours received prior to June 30, 2009, shall be increased by \$1,751 for full-time bargaining unit members and \$876 for ½ time bargaining unit members. This increase shall be incorporated into each individual's base salary.
3. Salary increases for 2010-2011 shall be based on the following: Each bargaining unit member's base salary shall be increased by \$1,741 for full-time bargaining unit members and \$870 for ½ time bargaining unit members. This increase shall be incorporated into each individual's base salary.
4. Salary increases for 2011-2012 shall be based on the following: Each bargaining unit member's base salary shall be increased by \$1,795 for full-time bargaining unit members and \$897 for ½ time bargaining unit members. This increase shall be incorporated into each individual's base salary.

5. Starting Schedules: Entry Level Salary Schedules are as follows:

Entry Level Teacher Salary Schedule  
July 1, 2009 – June 30, 2012

	2009-2010 3.10%	2010-2011 3.10%	2011-2012 3.10%
Step 1	\$ 45,000	\$ 45,697	\$ 46,406
Step 2	\$ 45,687	\$ 46,395	\$ 47,114
Step 3	\$ 46,724	\$ 47,103	\$ 47,833
Step 4	\$ 47,621	\$ 48,172	\$ 48,563
Step 5	\$ 48,456	\$ 49,097	\$ 49,666
Step 6	\$ 49,652	\$ 49,958	\$ 50,619
Step 7	\$ 50,846	\$ 51,191	\$ 51,507
Step 8	\$ 52,040	\$ 52,422	\$ 52,778
Step 9	\$ 53,233	\$ 53,653	\$ 54,047
Step 10	\$ 54,429	\$ 54,883	\$ 55,316
Step 11	\$ 55,623	\$ 56,116	\$ 56,584
Step 12	\$ 56,816	\$ 57,348	\$ 57,855
Step 13	\$ 58,012	\$ 58,578	\$ 59,126
Step 14	\$ 59,205	\$ 59,811	\$ 60,394
Step 15	\$ 60,399	\$ 61,041	\$ 61,665

6. The entry level salary schedule shall become effective July 1 of each respective year. The purpose of the entry level salary is for the placement of new employees. Subsequent salary increases shall be pursuant to sections 3 and 4 above.
  
7. New teachers hired at the bachelor degree level shall start at the Step 1 minus \$4,000. If hired at the bachelor level, this teacher shall receive base salary adjustments of \$111 per successfully completed graduate course semester hour for classes leading towards New York State teacher certification. Base salary adjustments for graduate course work shall be made on September 1.
  
8. Compensation will be provided to certified teachers who have satisfactorily completed graduate credit hours paid for by the teacher and beyond the first masters degree, for up to ninety (90) credit hours. Graduate credit shall be from an accredited institution of higher learning as approved by the New York State Education Department. An "official" transcript must be submitted indicating successful completion. Payment under this section shall be made once and incorporated into the individual's base salary between July 1 and September 1 each year, at the rate of \$111 per graduate semester hour. In service credit hours are not credited towards compensation.

9. Newly hired teachers may be allowed credit and placement on the salary schedule for previous teaching experience.
10. Newly hired teachers may be allowed two salary steps for two full years or more of previous military service, subject to Board of Education approval.
11. Teachers who are employed as part-time staff will be paid a full day's salary when required by the Superintendent to participate in a full day's schedule, excluding compensated activities.

**ARTICLE XVII: COMPENSATION FOR ACTIVITIES**

1. Coaches/advisors for any activity will have the option of having their compensation incorporated into their annual salary or paid to them in one or more installments during or after the completion of the activity. Incumbent coaches/advisors will have first choice at the activity for the next year. If an incumbent coach/advisor does not choose to take an activity, that position will be posted by the Superintendent for sign-up by any interested Association member. The Superintendent shall choose the replacement from this list. If no Association member signs up for the position, the Superintendent will be able to choose a qualified person from outside the Association. If an Association member is unable to complete an activity for which compensation is due, payment shall be pro-rated for the portion of the activity completed. Non-faculty chaperones are subject to Superintendent's approval.
2. SPORTS. If both Varsity and Junior Varsity/Modified teams have the same coach and practice at the same time, the compensation will be one and one half the listed compensation. Rates are per season, unless otherwise noted.

Athletic Coordinator (per year)	\$ 2000
Baseball – Modified	1650
Baseball – Varsity	2100
Basketball – 30 Second Clock Operator (one game)	35
Basketball – Elementary (minimum 20 hours)	750
Basketball – Modified	2800
Basketball – Scoreboard Operator (one game)	35
Basketball – Varsity	3200
Bodybuilding	1425
Home Game Chaperone (per game)	50
Soccer – Elementary (minimum 20 hours)	750
Soccer – Modified	1650

Soccer – Varsity	2100
Soccer Timekeeper (one game)	70
Softball – Modified	1650
Softball – Varsity	2100
Tennis	1320

3. NON-SPORTS.

Adult Education (per hour)	35
Approved Overnight Activities on Non-School Days	
Faculty Chaperone Per Day:	235
Non-Faculty Chaperone Per Day:	100
Approved Overnight Activities on School Days	
Faculty Chaperone Per Day:	90
Non-Faculty Chaperone Per Day:	45
Approved School Activities on Non-School Days	
Faculty Chaperone Per Day:	150
Non-Faculty Chaperone Per Day:	75
Arts In Education Coordinator (per year)	500
Audio-Visual Coordinator (per year)	950
Class Activity / Dance Chaperone - subject to Superintendent approval (per day)	90
Club Advisor (activities subject to Superintendent approval ) (per hour)	35
Computer Coordinator	1800
Coordinator for Special Education (CSE)	5000
Lead Teacher (by mutual agreement with Superintendent)	
Full Day	75
Half Day	50
Mentoring of New Teacher	1800
Musical Director (per production)	2500
National Honor Society Advisor	700
P.M. Detention Monitor (per session)	35
P.M. Study Hall Teacher (per session)	35
Senior Trip	
Faculty Chaperone Per Day	235
Non-Faculty Chaperone Per Day	100
Student Council Advisor	700
Summertime Curriculum Development (per hour)	35
Tutoring (out of school and subject to Superintendent approval, per hour)	35
Yearbook Advisor (per year)	1500

**ARTICLE XVIII: AGENCY FEE**

The District shall deduct from the wage or salary of employees in the bargaining unit who are not members of the Association, the amount equivalent to the dues levied by the Association and its affiliates. The sum shall be transmitted to the Association so long as it complies with the requirements of Chapter 677 and 678 of the Laws of 1977 of the State of New York, as may be amended or replaced in the future. The agency shop fee deduction shall be made following the same procedure as applicable for dues check off, except as otherwise mandated by the Law or this Agreement.

**ARTICLE XIX: CONFORMITY OF LAW**

If any provision of this agreement is or shall at any time be contrary to Law, then such provision shall not be applicable, performed, or enforced except to the extent permitted by Law. In the event any provision of this agreement is or shall at any time be contrary to law, all other provision of this agreement shall continue in effect.

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

**ARTICLE XX: TOTALITY OF AGREEMENT**

This written agreement constitutes the full and complete agreement between the parties and may be altered, changed, added to, deleted from or modified only through the voluntary mutual consent of the parties in a written and signed amendment to this Agreement.

**ARTICLE XXI: DURATION OF AGREEMENT**

The Board of Education, Long Lake Central School District and the Long Lake Faculty Association, Long Lake Central School District hereby adopt this Agreement, to be in effect for the school years 2009-2010 through 2011-2012.

LONG LAKE CENTRAL SCHOOL  
DISTRICT:

LONG LAKE FACULTY  
ASSOCIATION:

Mary Debra  
SUPERINTENDENT

Michael J. Farrell  
CHIEF, NEGOTIATIONS  
COMMITTEE

9/10/09  
DATE:

9/10/09  
DATE:

Nellie E. Baul  
PRESIDENT, BOARD OF  
EDUCATION

Ana Thompson  
PRESIDENT, LONG LAKE  
FACULTY ASSOCIATION

9/10/09  
DATE:

September 10, 2009  
DATE:

