AGREEMENT

between

THE BOARD OF EDUCATION OF THE QUEENSBURY UNION FREE CENTRAL SCHOOL DISTRICT

and the

SOUTHERN ADIRONDACK SUBSTITUTE TEACHER ALLIANCE

NEW YORK STATE UNITED TEACHERS, AFT, AFL-CIO

July 1, 2013 – June 30, 2019
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ARTICLE I
RECOGNITION

The Board of Education hereby recognizes the Southern Adirondack Substitute Teacher Alliance (hereinafter referred to as the "Alliance") as the exclusive representative of all per diem substitute teachers excluded from the Queensbury Faculty Association Bargaining Unit by that agreement and who work less than (30) consecutive school days or not over thirty (30) consecutive school days in a given assignment.

ARTICLE II
EMPLOYMENT

It is the intent of the District to employ substitute teachers who possess certification in the area in which the vacancy exists, providing that the substitute has demonstrated a level of performance that, in the judgment of the District, is satisfactory. If there are no substitute teachers meeting the above criteria available, the District will attempt to employ a substitute teacher possessing certification in another area who has demonstrated a satisfactory level of performance.

The District or its agent will attempt to give substitute teachers advance notice of assignments. If not possible, an extension of time will be granted.

When a per diem substitute teacher is called by the District or its agent for an assignment and shows up for the assignment, on time, the substitute will be paid for that assignment. If the assignment is reduced or eliminated, the substitute may be required to perform other duties.

When it is known in advance that a regular teacher is to be absent for more than two consecutive days, effort will be made to employ the same substitute teacher for each day provided the substitute has demonstrated a level of performance that, in the judgment of the District, is satisfactory.

The word day for a per diem substitute teacher shall be same as the work day of a regular teacher or that of the teacher being replaced if that is longer. If the length of a work load varies from a regular scheduled day, the substitute will be advised in advance.

The number of assignments for any per diem substitute teacher shall be the same as for the work assignments of a regular teacher or that of the teacher being replaced, if that teacher has more assignments.

ARTICLE III
SUBSTITUTE TEACHER RIGHTS AND RESPONSIBILITIES

Substitute teachers shall notify the Superintendent in writing of any accident or claim against them. In addition, a substitute teacher shall not be entitled to the protection provided in Education Law unless, within the time limits of the applicable section of Education Law, he/she
shall deliver to the Superintendent the original or a copy of any summons, complaint, process, notice, demand or pleading that has been served. For information only, refer to Addendum A, pages 11, 12, and 13 of this Agreement, for applicable sections of Education Law and their time limits.

Any certified substitute teacher who has been employed 25 days or more during the past school year in a tenure area in which he/she is certified and who, in writing, requests an observation, will be observed in that tenure area by a building administrator.

A substitute teacher who has been observed may request in writing a post-observation conference with the observer, which will take place at a mutually convenient time.

The substitute teacher will be advised of the observer’s observations at the conference. At the substitute teacher’s request, these observations will be reduced to writing and signed by the observer.

The substitute teacher may attach written comments to the observation report. Substitutes shall be given access to their personnel files, exclusive of pre-employment information, and be granted a reasonable number of copies of said information.

Substitute teachers who have been employed 25 days or more during the past school year in a tenure area for which they are certified, and who during said school year have filed an application in the Superintendent’s office, will be given consideration for any vacancy for which they are qualified within that tenure area. In order to be so considered, the substitute teacher must first have indicated an interest in writing, as per posted vacancy notices, and must also have received a positive written recommendation for such an interview from the building principal.

Substitute teachers will be made aware of and are expected to follow all rules and procedures as outlined in school and District instructional handbooks as they relate to students, classroom, and building and grounds activities.

Substitute teachers are entitled to the same student respect and administrative support as any member of the regular instructional staff.

Substitute teachers will receive orientation information when they report to the school office for duty. Such information will include: building floor plans with fire exits, building bell schedule, lesson plans for the day’s classes, current seating charts for each class, instructions for contacting administrators and school nurse in case of emergency, the substitute schedule for the day and a schedule of pay dates. All information will be returned by the substitute at the conclusion of his/her assignment.

With each pay check, employees will be shown deductions, year-to-date accruals, gross and net pay.
Substitute teachers shall be advised that they are eligible to participate in the New York State Teachers’ Retirement System, and upon request shall be provided with a NYSTRS information packet containing retirement election options and enrollment forms.

**ARTICLE IV**

**SALARY**

**DAILY PAY RATES FOR SUBSTITUTE TEACHERS**

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<tr>
<td>A. Certified (1-29 Days)</td>
<td>$108.00</td>
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<td>$108.00</td>
<td>$110.00</td>
<td>$112.00</td>
<td>$114.00</td>
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<tr>
<td>Certified (30 Days or more)</td>
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<td>$113.00</td>
<td>$113.00</td>
<td>$115.00</td>
<td>$117.00</td>
<td>$119.00</td>
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<tr>
<td>B. Uncertified (Bachelor Degree) Inexperienced</td>
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<td>$86.00</td>
<td>$86.00</td>
<td>$86.00</td>
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<tr>
<td>Uncertified (Bachelor Degree) Experienced</td>
<td>$91.00</td>
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<td>$91.00</td>
<td>$91.00</td>
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<tr>
<td>C. Uncertified – NO Bachelor Degree Inexperienced</td>
<td>$80.00</td>
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<td>$80.00</td>
<td>$80.00</td>
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<tr>
<td>Uncertified – NO Bachelor Degree Experienced</td>
<td>$85.00</td>
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In applying these daily pay rates it is understood that:

1. In B and C above, “Experienced” teacher shall be defined as a unit member who, during the previous school year, has worked as a substitute in the District.

2. Substitute teachers do not work for the School District during vacation periods or holiday recesses. However, substitute teachers will be employed immediately following such vacation periods or holiday recesses in the same manner and through the same selection process that existed prior to the vacation periods and holiday recesses unless notified to the contrary by the School District. This provision is only intended to satisfy the requirements of Section 590.11 of the New York State Labor Law, and confirms that substitute teachers will not be eligible for unemployment insurance benefits during such vacation periods or holiday recesses.

It is understood that the District may pay rates that are higher than those indicated above in situations where a substitute teacher receives a regular board of Education appointment for a specific contract period of at least ten (10) school days.
ARTICLE V
ALLIANCE RIGHTS AND RESPONSIBILITIES

The Alliance may use without cost available District school facilities for meetings provided the building use form has been submitted in timely fashion.

The Alliance agrees to prepare a sufficient quantity of this collective bargaining agreement for the District's use at no cost to the District.

The District agrees to make copies of this agreement available in all buildings of the District for substitute teachers.

ARTICLE VI
DUES/AGENCY FEE

The School District agrees to deduct dues or agency fee from the salaries of substitute teachers in the unit represented by the Alliance.

The deduction will be at the rate of one dollar ($1.00) for each more than half-day worked; fifty cents ($.50) for each one-half or less day worked; until such time as the District is notified by the Alliance of a change in this rate. If a change in the rate occurs, the District will then deduct at the new rate.

The Alliance shall receive payroll information as provided to the District by the WWHE BOCES payroll services.

The Queensbury Union Free School District shall deduct from the salary of employees in the bargaining unit who are not members of the Alliance the amount equivalent to the dues levied by the Alliance and shall promptly transmit the sum so deducted to the Alliance, in accordance with Section 201 of the civil service law as amended by Chapters 677 and 678 of the Laws of 1977 and Chapter 606 of the Laws of 1992 of the State of New York. The Alliance affirms that it has adopted such procedure for refund of agency shop fee deduction as required in Section 3 of Chapters 677 and 678 of the Laws of 1977 of the State of New York. This provision for agency shop fee deduction shall continue in effect so long as the Alliance maintains such procedure.

ARTICLE VII
GRIEVANCE PROCEDURE

Section 1 – Declaration of Purpose

WHEREAS, the establishment and maintenance of a harmonious and cooperative relationship between the Board of Education and its teachers is essential to the operation of the schools, it is the purpose of this procedure to secure, at the lowest possible administrative
level, equitable solutions to alleged grievances through procedures under which members of
the unit and/or the Alliance may present grievances free from coercion, interference,
restraint, discrimination or reprisal, and by which the Board of Education (hereinafter
referred to as the Board) and its teachers are afforded adequate opportunity to dispose of their
differences without the necessity of time consuming and costly proceedings before
administrative agencies and/or in the courts.

Section 2 – Definitions

2.1 A Grievance is a claim by any teacher of an alleged violation of this Agreement with
respect to its application or interpretation.

The parties agree that the only grievances which shall be arbitrable hereunder shall be
violations of this Agreement. Any other grievances shall follow the procedure filed
under General Municipal Law. (Chapter 554 of the Laws of 1962), a copy of which is
attached for informational purposes to the signed Agreement.

2.2 The term Building Principal shall mean the principle of the building responsible for
the area in which an alleged grievance arises.

2.3 The Chief School Officer is the Superintendent of Schools of the Queensbury Union
Free School District.

2.4 Alliance shall mean Southern Adirondack Substitute Teachers Alliance.

2.5 Aggrieved Party shall mean the Alliance and/or any person in the negotiating unit
filing a grievance.

2.6 Party in Interest shall mean any party named in a grievance who is not the aggrieved
party.

2.7 Hearing Officer shall mean any individual or board charged with the duty of
rendering decisions at any stage on grievances hereunder.

Section 3 – Procedures

3.1 Except at the informal stage all grievances shall include the name and position of the
aggrieved party, the identity of the provision of law, this Agreement, policies, etc.,
involved in the said grievance, the time when and the place where the alleged events
or conditions constituting this grievance existed, the identity of the party responsible
for causing the said events or conditions, if known to the aggrieved party, and a
general statement of the nature of the grievance and the redress sought by the
aggrieved party.
3.2 Except for the informal decisions at Stage 1a, all decisions shall be rendered in writing at each step of the grievance procedure, setting forth findings of fact, conclusions and supporting reasons therefore.

3.3 The preparation and processing of grievances, insofar as practicable, shall be conducted during the hours of employment. Reasonable effort will be made to avoid interruption of classroom activity and to avoid involvement of students in any phase of the grievance procedure.

3.4 The Board and the Alliance agree to facilitate any investigation which may be required and to make available any and all material and relevant documents, communications and records concerning the alleged grievance.

3.5 Except as otherwise provided in Articles 5.1a and 5.1b, an aggrieved party or designated representative shall have the right at all stages of a grievance to confront and question all witnesses called against him/her, to testify and to call witnesses on his/her own behalf and to be furnished with a copy of any minutes of the proceedings made at each and every stage of this grievance procedure.

3.6 No interference, coercion, restraint, discrimination or reprisal of any kind will be taken by the Board or by any member of the administration against the aggrieved party, any part in interest, any representative, any other participant in the grievance procedure or any other person by reason of such grievance or participation therein.

3.7 If necessary, forms for filing grievances, serving notices, taking appeals, making reports and recommendations, and any other necessary documents, will be developed by the Alliance and Board of Education. The Chief School Officer shall then have them printed and distributed so as to facilitate operation of the grievance procedure.

3.8 All documents, communications and records dealing with the processing of a grievance shall be filed separately from the personnel files of the participants.

3.9 Nothing contained herein will be construed as limiting the right of any teacher having a grievance to discuss the matter informally with any appropriate member of the administration and having said matter informally adjusted without intervention of the Alliance, provided the adjustment is not inconsistent with the terms of this Agreement and the Alliance has been given an opportunity to be present at such adjustment and to state its views. In the event that any grievance is adjusted without formal determination, pursuant to this procedure, which such adjustment shall be binding upon the aggrieved party and shall, in all respects be final, said adjustment shall not create a precedent or ruling binding upon either of the parties to this Agreement in future proceedings.

3.10 The grievant may choose whomever he/she wishes to represent him/her at Stages 1, 2 and 3 of this procedure, except that such representative may not be a representative of a competing employee organization.
3.11 The Chief School Officer shall be responsible for accumulating and maintaining an official grievance record, which shall consist of the written grievance, all exhibits, transcripts, communications, minutes and/or notes of testimony, as the case may be, written arguments and briefs considered at all levels other than Stage 1a and all written decisions at all stages. Official minutes in summary form will be kept at Board expense of all proceedings in Stages 2 and 3. A copy of such minutes will be made available to the aggrieved party and the Alliance within one (1) week after conclusion of hearings at Stages 2 and 3. Either party will advise the appropriate hearing officer of any errors in said minutes within one (1) week. Any such claim of error in the minutes shall become a part of the official grievance record and the hearing officer shall indicate the determination made respecting such claimed error. The official grievance record shall be available for inspection and/or copying by the Aggrieved Party, the Alliance and the Board but shall not be deemed a public record.

3.12 The existence of the procedures hereby established shall not be deemed to require any teacher to pursue the remedies here provided and shall not, in any manner, impair or limit the right of any teacher to pursue any other remedies available in any other form.

Section 4 – Time Limits

4.1 Since it is important to good relationships that grievances be processed as rapidly as possible, effort will be made by all parties to expedite the process. The time limits specified for either party may be extended only by mutual agreement.

4.2 No written grievance will be entertained as described below, and such grievance will be deemed waived unless written grievance is forwarded at the first available stage within fifteen (15) school days after the teacher knew or should have known of the act or condition on which the grievance is based.

4.3 If a decision at one stage is not appealed to the next stage of the procedure within the time limit specified, the grievance will be deemed to be discontinued and further appeal under this Agreement shall be barred.

4.4 Failure at any stage of the grievance procedure to communicate a decision to the aggrieved party within the specified time limit shall permit the lodging of an appeal at the next stage of the procedure within the time which would have been allotted had the decision been communicated by the final day.

4.5 In the event a grievance is filed on or after June 1, upon request by or on behalf of the aggrieved party, the time limit set forth herein will be reduced so that the grievance procedure may be exhausted prior to the end of the school term or as soon thereafter as is possible.
Section 5 – Stages of Grievance

5.1 Stage 1: Building Principal

a. A teacher having a grievance will discuss it with the Building Principal either directly or through a representative with the objective of resolving the matter informally. The Building Principal will confer with all parties in interest but, in arriving at his/her decision, will not consider any material or statements offered by or on behalf of any such party in interest with whom consultation has been had without advising the aggrieved party or his/her representative. If the teacher submits the grievance through a representative, the teacher may be present during the discussion of the grievance.

b. If the grievance is not resolved informally, it shall be reduced to writing and presented to the Building Principal. Within five (5) school days after the written grievance is presented to him/her, the Building Principal shall render a decision thereon, in writing, and present it to the aggrieved party and the Alliance. During this five (5) day period, the aggrieved party may decline to discuss the grievance unless his/her representative is present.

5.2 Stage 2: Chief School Officer

a. If the aggrieved party initiating the grievance and/or the Alliance are not satisfied with the written decision at the conclusion of Stage 1, a written appeal of the decision may be filed within five (5) school days after the aggrieved party has received such written decision. Copies of the written decision at Stage 1 shall be submitted with the appeal.

b. Within five (5) school days after receipt of the appeal, the Chief School Officer or his/her duty authorized representative shall hold a hearing with the aggrieved party, his/her representative and the Stage 1 hearing officer.

c. The Chief School Officer shall render a decision in writing to the aggrieved party and the Alliance within five (5) school days after the conclusion of the hearing.

5.3 Stage 3: Board of Education

a. If the aggrieved party and/or the Alliance are not satisfied with the decision at Stage 2, an appeal may be filed in writing with the Clerk of the Board of Education within five (5) school days after receiving the decision at Stage 2. The official grievance record maintained by the Chief School Officer may be available for the use of the Board.

b. Within five (5) school days after receipt of an appeal, the Board shall hold a hearing on the grievance. The hearing shall be conducted in executive session.
The aggrieved party, his/her representative, the Stage 1 and the Stage 2 hearing officers are to be present.

c. Within five (5) school days after the conclusion of the hearing, the Board shall render a decision, in writing, on the grievance. Such decision shall be transmitted promptly to the grievant and the Alliance.

Section 6 – Arbitration

6.1 After such hearing, if the Alliance is not satisfied with the decision at Stage 3, and the grievance constitutes a violation of this Agreement, the Alliance may submit the grievance to arbitration by written notice to the Clerk of the Board of Education within five (5) school days of the decision at Stage 3.

6.2 Within five (5) school days after such written notice of submission to arbitration, a request for a list of arbitrators will be made to the American Arbitration Association by the aggrieved party. The parties will then be bound by the rules and procedures of the American Arbitration Association in the selection of an arbitrator.

6.3 The selected arbitrator will hear the matter promptly and will issue his/her decision not later than fourteen (14) calendar days from the date of the close of the hearing or if oral hearings have been waived, then from the date the final statements and proofs are submitted to him/her. The arbitrator’s decision will be in writing and will set forth his/her findings of fact, reasoning and conclusions on the issue.

6.4 The arbitrator shall have no power or authority to make any decision which requires the commission of an act prohibited by law or which is a violation of the terms of this Agreement or such rules and regulations as are promulgated by the Commissioner of Education.

6.5 The decision of the arbitrator shall be final and binding upon all parties.

6.6 The costs for the services of the arbitrator will be borne equally by the Board and the Alliance.

If any provision of the agreement or any application of this agreement to any employee or group of employees shall be found contrary to law, such provision or application shall not be termed valid and subsisting except to the extent permitted by law; but, thereto the provisions or applications of the Agreement shall continue in full force and effect.
ARTICLE VIII
PROFESSIONAL DEVELOPMENT OPPORTUNITIES

1. At the discretion of the building principal, per diem substitute may participate in district in-service courses without pay when space and/or facilities permit. Those who wish to attend specific in-service workshops should contact the Building Principal to determine when such workshops are available.

2. At the discretion of the building principal, a per diem substitute in an extended assignment may be requested or allowed to participate in professional development.

ARTICLE IX
MISCELLANEOUS

Any existing Board policy, either written or understood, affecting terms and conditions of employment of substitute teachers will continue to remain in effect unless specifically altered by this Agreement.

The District retains all rights not affected by any provisions of this Agreement as long as the School District does not violate the rights of the Alliance or its members as guaranteed by statutory provisions of the State and such other rules and regulations are promulgated by the Commissioner of Education, the legislature and the courts.
ADDENDUM "A"

EDUCATION LAW

Section 3023 Liability of a board of education, trustee, trustees or board of cooperative educational services

Notwithstanding any inconsistent provision of law, general, special or local, or the limitation contained in the provisions of any city charter, it shall be the duty of each board of education, trustee or trustees, in any school district having a population of less than one million, and each board of cooperative educational services established pursuant to section nineteen hundred fifty of this chapter, to save harmless and protect all teachers, practice or cadet teachers, authorized participants in a school volunteer program, and members of supervisory and administrative staff or employees from financial loss arising out of any claim, demand, suit or judgment by reason of alleged negligence or other act resulting in accidental bodily injury to any person, or accidental damage to the property of any person within or without the school building, provided such teacher, practice or cadet teacher, authorized participant in a school volunteer program, or member of the supervisory or administrative staff or employee at the time of the accident or injury was acting in the discharge of his duties within the scope of his employment or authorized volunteer duties and/or under the direction of said board of education, trustee, trustees or board of cooperative educational services; and said board of education, trustee, trustees or board of cooperative educational services may arrange for and maintain appropriate insurance with any insurance company created by or under the laws of this state, or in any insurance company authorized by law to transact business in this state, or such board, trustee, trustees or board of cooperative educational services may elect to act as self-insurers to maintain the aforesaid protection. A board of education, trustee, board of trustee, or board of cooperative educational services, however, shall not be subject to the duty imposed by this section, unless such teacher, practice or cadet teacher, authorized participant in a school volunteer program, or member of supervisory and administrative staff or employee shall, within ten days of the time he is served with any summons, complaint, process, notice, demand or pleading, deliver the original or a copy of the same to such board of education, trustee, board of trustees, or board of cooperative educational services.

Added L.1955, c.583, Section 12; amended L.1961, c.128; L.1966, c.98; L.1976, c.844, Section 1.
EDUCATION LAW

Section 3028    Liability of school district for cost and attorney’s fees of action against, or prosecutions of, teachers, members of supervisory and administrative staff or employees, and school volunteers

Notwithstanding any inconsistent provision of any general, special or local law, or the limitations contained in the provisions of any city charter, each board of education, trustee or trustees in the state shall provide an attorney or attorneys for, and pay such attorney’s fees and expenses necessarily incurred in the defense of a teacher, member of a supervisory or administrative staff or employees, or authorized participant in a school volunteer program in any civil or criminal action or proceeding arising out of disciplinary action taken against any pupil of the district while in the discharge of his duties within the scope of his employment or authorized volunteer duties. For such purposes the board of education, trustee or trustees may arrange for and maintain appropriate insurance with any insurance company created by or under the laws of this state, or in any insurance company authorized by law to transact business in this state, or such board, trustee or trustees may elect to act as self-insurers to maintain the aforesaid protection. A board of education, trustee or board of trustees, however, shall not be subject to the duty imposed by this section, unless such teacher, or member of the supervisory and administrative staff or employee or authorized participant in a school volunteer program shall, within ten days of the time he is served with any summons, complaint, process, notice, demand or pleading, deliver the original or a copy of the same to such board of education, trustee or board of trustees.

Added L.1960, c.800; amended L.1971, c.821; Section 1; L.1976, c.844, Section 2.

Section 3811    Costs, expenses and damages a district charge in certain cases

1. Whenever the trustees or board of education of any school district, or any school district officers, have been or shall be instructed by a resolution adopted at a district meeting to defend any action brought against them, or to bring or defend an action or proceeding touching any district property or claim of the district, or involving its rights or interests, or to continue any such action or defense, all their costs and reasonable expenses, as well as all costs and damages adjudged against them, shall be district charge and shall be levied by tax upon the district. Whenever any superintendent, principal, member of the teaching or supervisory staff, member of a committee on the handicapped or subcommittee thereof or any trustee or member of the board of education of a school district or non-instructional employee of any school district other than the city school district of the city of New York or any board of cooperative educational services shall defend any action or proceeding, other than a criminal prosecution or an action or proceeding brought
against him by a school district or board of cooperative educational services hereinafter brought against him, including proceedings before the commissioner of education, arising out of the exercise of his powers or the performance of his duties under this chapter, all his reasonable costs and expenses, as well as all costs and damages adjudged against him, shall be a district charge and shall be levied by tax upon the district or shall constitute an administrative charge upon the board of cooperative educational services provided that (a) such superintendent, principal, member of the teaching or supervisory staff, member of a committee on the handicapped or subcommittee thereof, non-instructional employee of any school district or board of cooperative educational services or such trustee or member of a board of education of such school district or board of cooperative educational services shall notify the trustees or board of education or board of cooperative educational services in writing of the commencement of such action or proceedings against him within five days after service or process upon him; and (b) the trustees or board of education or board of cooperative educational services shall, at any time during the ten days next following the notice to them of the commencement of such action or proceedings, have the right to designate and appoint the legal counsel to represent such superintendent, principal, member of the teaching or supervisory staff, member of a committee on the handicapped or subcommittee thereof, non-instructional employee of any school district or board of cooperative educational services or such trustee or member of the board of education or board of cooperative educational services in such action or proceedings against him, in the absence of which designation and appointment within the time specified such superintendent, principal, member of the teaching or supervisory staff, member of a committee on the handicapped or subcommittee thereof, non-instructional employee of any school district or board of cooperative educational services or such trustee or member of the board of education or board of cooperative educational services may select his own legal counsel; (c) it shall be certified by the court or by the commissioner of education, as the case may be, that he appeared to have acted in good faith with respect to the exercise of his powers or the performance of his duties under this chapter.

2. If the amount claimed hereunder be disputed by a district meeting, the board of education or the board of trustees, it shall be adjusted by the county judge of any county in which the district or any part of it is situated.

L.1947, c.820; amended L.1965, c.361, Section 1; L. 1971, c.936, Section 1; L.1976, c.845, Section 1.
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.

The provisions of this Agreement become effective on the first day of July, 2013 and shall continue and remain in full force and effect until the last day of June, 2019.

IN WITNESS WHEREOF, the parties hereto have hereunder set their hands and seals this day of 12/30, 2013.

BOARD OF EDUCATION OF THE
QUEENSBURY UNION FREE SCHOOL DISTRICT

BY: [Signature]
Superintendent of Schools

SOUTHERN ADIRONDACK SUBSTITUTE
TEACHER ALLIANCE

BY: [Signature]
President