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Union: **Southern Adirondack Substitute Teacher Alliance, New York State United Teachers, AFT, AFL-CIO**

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AGREEMENT

BETWEEN THE

SUPERINTENDENT OF SCHOOLS

REPRESENTING THE

**BOARD OF EDUCATION
OF THE
SCHUYLERVILLE CENTRAL SCHOOL DISTRICT**

AND THE

**SOUTHERN ADIRONDACK SUBSTITUTE TEACHER ALLIANCE
NEW YORK STATE UNITED TEACHERS, AFT, AFL-CIO**

FOR THE PERIOD JULY 1, 1998 THROUGH JUNE 30, 2003

Memorandum of Agreement 7/1/03 - 6/30/08

RECEIVED

MAR 10 2004

NYS PUBLIC EMPLOYMENT
RELATIONS BOARD

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ARTICLE I

RECOGNITION AND NEGOTIATION PROCEDURES

Pursuant to Article 14 of the Civil Service Law, the Board of Education of the Schuylerville Central School District hereby adopts the following Agreement covering the terms and conditions of employment of its per diem substitute teacher and nurse employees.

Section 1 - Agreement

This Agreement is made and entered into this ___ day of July 1998, by and between the Superintendent representing the Board of Education of the Schuylerville Central School District (hereinafter referred to as the "Board") and the Southern Adirondack Substitute Teacher Alliance (hereinafter referred to as the "Alliance").

Section 2 - Philosophy

The Board and the Alliance have the same objective -- to provide the best education for the children of the school district. Relationships must therefore be established which are based upon this goal and the concept of education as both a public trust and a professional calling. The Board and the Alliance recognize that the interests of public education will be best served by establishing procedures to provide an orderly method for the discussion of matters of common concern and to reach mutually satisfactory agreements on these matters.

Section 3 - Recognition

The Alliance recognizes the Board as the policy-making, evaluative body charged with the responsibility to interpret the educational needs and aspirations of the people of the Schuylerville Central School District. It recognizes further that the Board, as the legally constituted representative of the people of the district, has the legal responsibility and obligation to make the final decisions in the educational and fiscal affairs of the school district pursuant to the laws of the State of New York.

For the purposes of collective negotiations, the Board of Education of the Schuylerville Central School District recognizes the Alliance as the certified representative of all per diem substitute teachers and nurses and excluding all other employees.

Section 4 - Principles

Professional Teaching Personnel

It is recognized that members of the professional staff require specialized qualifications and that the success of the educational program in the Schuylerville Central School District depends upon the maximum utilization of the abilities of certified teachers.

Section 5 - Savings Clause

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.

Section 6 - Public Employees' Fair Employment Act, Article 14
of the Civil Service Law Requirement

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 THEREFOR, SHALL NOT BECOME EFFECTIVE UNTIL THE APPROPRIATE LEGISLATIVE BODY HAS GIVEN APPROVAL.

ARTICLE II

DEFINITIONS

Section 1

As used in the Agreement the following terms shall have the respective meanings set forth below:

- 1.1 Certified Substitute means a substitute teacher holding a Certificate of Qualification, or who is provisionally or permanently certified to teach in the public schools of New York State or a licensed nurse.
- 1.2 Uncertified Substitute means a substitute teacher without a certificate of qualification, is not provisionally or permanently certified to teach in the public schools of New York State or an unlicensed nurse.
- 1.3 School District means the Schuylerville Central School District.
- 1.4 Board of Education or Board means the Board of Education of the School District.
- 1.5 Superintendent means the Superintendent of Schools of the School District.
- 1.6 Alliance means the Southern Adirondack Substitute Teachers Alliance.
- 1.7 School Year means the period commencing on the first day of July in each year and ending on the thirtieth day of June next.

ARTICLE III

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 employees 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 of substitute teachers through procedures under which they may present grievances free from coercion, interference, restraint, discrimination or reprisal, and by which the Board and its substitute 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

A. Grievance

A grievance is defined as a claim by a member(s) of the bargaining unit represented by the Alliance or the Southern Adirondack Substitute Teacher Alliance of a violation of this Agreement.

B. The term Supervisor shall mean the immediate supervisor or other administrative or supervisory officer responsible for the area in which an alleged grievance arises.

C. The Chief Executive Officer is the Superintendent.

D. The District is the Schuylerville Central School District.

E. The Alliance is the Southern Adirondack Substitute Teacher Alliance.

F. Aggrieved Party shall mean any person, group of persons (in the bargaining unit) or the Alliance filing a grievance.

G. Party in Interest shall mean the Alliance and any party named in the grievance who is not the aggrieved party.

H. Hearing Officer shall mean any individual or group charged with the duty of rendering decisions at any stage of this procedure.

I. Board shall mean a quorum of the Board of Education.

Section 3 - Procedures

- A. All grievances, except in the informal stage, shall include the name and position of the Aggrieved Party, the identity of the provision, of this Agreement, policies, etc., involved in the said grievance, the time when and the place where the alleged events or conditions constituting the 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.
- B. Except for informal decisions at Stage 1, all decisions shall be rendered in writing at each step of this procedure, setting forth findings of fact, conclusions and supporting reasons therefor. Each decision shall be promptly transmitted to the Aggrieved Party and the Alliance.
- C. If a grievance affects a group of unit members and appears to be associated with system-wide policies, it may be submitted by the Alliance directly at Stage 2 described below. If a grievance is a direct result of Board action, it may be submitted directly at Stage 3 below.
- D. The preparation and processing of grievances, insofar as practicable, shall not be conducted during the hours of employment or immediately following the last formal instruction period of a school day. All reasonable effort will be made to avoid involvement of students in any phase of the grievance procedure.
- E. The Board and the Alliance agree to facilitate any investigation which may be required and, on written request, to make available any and all material and relevant documents, communications and records concerning the alleged grievance.
- F. Except as otherwise provided in Stage 1, an Aggrieved Party and any party in interest shall have the right at all stages of this procedure to confront and cross-examine all witnesses called against him, to testify and to call witnesses on his own behalf, and to be furnished with a copy of any minutes many at any stage.
- G. Forms for filing grievances, serving notices, taking appeals and making reports and recommendations and any other necessary documents will be jointly developed by the District and the Alliance. The Chief Executive Officer shall have them printed and distributed with an adequate supply to the Alliance so as to facilitate operation of the grievance procedure.
- H. All documents, communications, and records dealing with the processing of a grievance shall be filed separately from the personnel files of the participants.
- I. Nothing contained herein will be construed as limiting the right of any bargaining unit member having a grievance to discuss the matter informally with any appropriate member of the Administration and having a grievance informally settled without the intervention of the Alliance provided the adjustment is not inconsistent with the terms of this Agreement.

- J. The Chief Executive 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 1 and all written decisions at all stages. Official minutes, if taken, will be kept at joint expense. A copy of such minutes will be made available to the Aggrieved Party within five (5) school days. The Aggrieved Party or the Alliance, within five (5) school days of receipt of the minutes of hearings at Stages 2, 3, and 4 shall advise the appropriate Hearing Officer of any errors in said minutes. 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.
- K. 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 party in interest, and representative, any other participant in the grievance procedure or any other person by reason of such grievance or participation therein.

Section 4 - Time Limits

- A. Since it is important to good relationships that grievances be processed as quickly as possible, every effort will be made by all parties to expedite the process. The time limits specified for either party may be extended only by mutual agreement.
- B. No written grievance will be entertained as described below, and such grievance will be deemed waived unless the written grievance is forwarded at the first available stage within forty (40) school days after the Aggrieved Party knew or might reasonably be expected to know, through the normal course of school operations, the act or condition on which the grievance is based.
- C. 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.
- D. It is the intent of this procedure that a written decision be rendered at each stage other than Stage 1 within the time limit specified. Failure at any stage of the procedure to communicate a decision to the Aggrieved Party, his representative and the Alliance 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.

Section 5 - Stages

A. Stage 1 - Supervisor

A unit member having a grievance will discuss it with his Supervisor, either directly or through a representative, with the objective of resolving the matter informally. The Supervisor will confer with all parties in interest but, in arriving at his decision, will not consider any material or statement offered by or on behalf of any such party in interest with whom consultation has been had without the Aggrieved Party or his representative present. If the unit member submits the grievance through a representative, the unit member may be present during the discussion of the grievance.

B. Stage 2 - Chief Executive Officer

1. If the Aggrieved Party and/or the Alliance is not satisfied with the decision at the conclusion of Stage 1 and wishes to proceed further under this procedure, the Aggrieved Party and/or the Alliance shall, within ten (10) school days, appeal to the Chief Executive Officer by filing with him the written grievance.
2. Within five (5) school days after the receipt of the grievance, the Chief Executive Officer, or his duly authorized representative, shall hold a hearing with the Aggrieved Party and/or his representative and all other parties in interest.
3. The Chief Executive Officer shall render a written decision to the Aggrieved Party and/or his representative within ten (10) school days after the conclusion of the hearing.

C. Stage 3 - Board of Education

1. If the Aggrieved Party and/or the Alliance is not satisfied with the written decision at the conclusion of Stage 2 and wishes to proceed further under this procedure, the Aggrieved Party and/or the Alliance shall file an appeal in writing with the Board of Education within five (5) school days after receiving the decision at Stage 2.
2. Within ten (10) school days after receipt of an appeal, the Board of Education shall hold a hearing on the grievance. The hearing shall be conducted in Executive Session.
3. Within five (5) school days after the conclusion of the hearing, the Board of Education shall render a written decision on the grievance.

D. Stage 4 - Arbitration

1. Binding Arbitration

If the Aggrieved Party and/or the Alliance are not satisfied with the decision at Stage 3 the following procedures shall be followed:

- a. The grievance may be submitted to arbitration by written notice to the Board of Education within fifteen (15) school days of the receipt of the decision at Stage 3.
- b. Upon such demand for arbitration, a request for the appointment of an arbitrator will be made to the American Arbitration Association, except that the standard rules will be modified to comply with the American Arbitration Association provisions for the regional selection of arbitrators under the jurisdiction of the Syracuse Office, subject, however, to the conditions set forth in subsequent provisions of this Article.
- c. The selected arbitrator will hear the matter promptly and will issue his 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. The arbitrator's decision or recommendations will be in writing and will set forth his findings of fact, reasoning and conclusions on the issue.
- d. 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 violative of the terms of this Agreement.
- e. The decision of the arbitrator shall be final and binding upon all parties.

ARTICLE IV

EMPLOYMENT OF SUBSTITUTE TEACHERS

Section 1

The Alliance agrees that the District is obligated to abide by Paragraph C of Article VI of the Agreement between the Superintendent of the Schuylerville Central School District and the Schuylerville Teachers Association, which provides that Building Principals shall honor the request of a regular teacher with respect to their choice of substitute, to the extent feasible.

Section 2

Whether a substitute is hired to work a full school day, or only part of a school day must be defined at the time the services of the substitute are requested. The substitute will be informed, at the time he or she is called for work, whether the position is full or part time. Every full-time substitute will be provided at least a 30 minute duty free lunch period and 30 minutes of planning time for each full school day. This will be prorated for part-time substitutes.

Section 3

When a substitute teacher or nurse is called for an assignment and shows up for the assignment on time, the substitute will be paid for the full assignment even though the assignment may be reduced or eliminated. It is understood that a substitute in these circumstances may be required to perform professional duties other than the original assignment.

Section 4

Substitutes shall be given reasonable advance notice of assignments. If this is not possible, an extension of the arrival time shall be granted.

Section 5

Unless advance notice is given, the length of the workday for a substitute teacher or nurse shall be the same as the length of the workday of the building in which the substitute is employed.

ARTICLE V

SUBSTITUTE TEACHER RIGHTS AND RESPONSIBILITIES

Section 1 - Save Harmless

A substitute who is sued on account of duties performed in the course of employment for the School District will be defended and indemnified by the School District in accordance with the requirements of New York State Law as provided in Addendum "A" of this Agreement.

Should there be any amendment, revisions or deletions to these statutes, the District and the Alliance agree to negotiate alternate language to that above which, when agreed upon, will be substituted for this section of the agreement.

Section 2 - Evaluation

- 2.1 The School District shall have the right to observe and evaluate a substitute's work at any time, and to place written evaluations in the substitute's personnel file. The substitute will be given two copies of the written evaluation to be placed in the personnel file, and will sign and date one copy and return it to the District for placement in the personnel file. If the copy is not returned within fourteen (14) calendar days, the evaluation will be placed in the file, without the substitute's signature, with a notation of the attempt to obtain the signature. The substitute's signature on the evaluation will not be deemed to indicate that the substitute agrees with the contents of the evaluation. The substitute may respond in writing to any written evaluation, and such response will be placed in the personnel file. A substitute may inspect the contents of his or her personnel file at any time.
- 2.2 A substitute may request to be observed by an Administrator. The Administrator will attempt to observe the substitute teacher on the day requested provided his/her schedule allows. The Alliance understands that it may not always be possible for the Administrator to conduct the observation.
- 2.3 A substitute who has been observed may request a post- observation conference with the observer, which if requested, will take place at a mutually convenient time.
- 2.4 The substitute shall have access to, and may duplicate, any written material concerning his/her classroom performance or other evaluatory documents.

Section 3 - Student Discipline

- 3.1 Substitute teachers and nurses, as well as administrators, are responsible for maintaining control of pupil behavior throughout school premises.

- 3.2 Major discipline problems shall be referred to the administration. The administration will investigate each referral and take appropriate action when necessary.
- 3.3 When a substitute teacher or nurse takes appropriate disciplinary measures with a student, the administration will do whatever is reasonable in supporting the substitute in this discipline.
- 3.4 It is understood that expressing disapproval of the actions of another professional in front of students is unprofessional behavior.
- 3.5 Any discipline administered by the substitute shall be in accordance with the District's Discipline Code, which shall be included in the orientation materials provided to the substitute.

Section 4 - Payroll Information

- 4.1 On their first day of employment each substitute teacher must report to the District's Personnel Office to complete necessary payroll information. This will include a copy of the substitute's certification or license; Retirement System Membership; a completed application for employment; and information necessary for the District to complete Form I-9, (Employment Eligibility Verification Form) required by the Immigration Reform and Control Act.
- 4.2 Salary will not be rendered unless the information provided is accurate.
- 4.3 On their first day of employment of the school year each substitute will be provided with a school calendar; the District's Pay Day Schedule; Information packet for the New York State Teachers Retirement System/New York State Employees Retirement System (for substitute nurses).
- 4.4 With each paycheck the substitute will receive a pay stub indicating the number of days for which salary is rendered, any deductions that have been made, year to date accruals, gross and net pay, and other information, to the extent provided to the District by the Saratoga-Warren BOCES Payroll Service.

Section 5 - Orientation Materials

- 5.1 On each day of employment the School District will provide each substitute teacher with a packet of orientation materials, which will generally contain at least:
 - a. A floor plan of the building, showing fire exits.
 - b. The building's bell schedule, if there is one.

- c. An explanation of how to contact administrators or others when needed in emergencies.
 - d. The building's discipline procedures.
 - e. Lesson plans for the day's classes, if available.
 - f. The substitute's schedule for the day.
 - g. A current seating chart for each class, if available.
 - h. Other materials, as deemed necessary by the District.
- 5.2 At the end of the work day the substitute shall return this packet to the school office, unless the substitute has been hired for a period of more than one (1) consecutive day, in which event the packet shall be returned at the end of the period for which the substitute is hired.

Section 7 - Regular Employment

- 7.1 Substitute teachers will be given consideration for regular employment as members of the permanent teaching staff of the District, provided that:
- a. The substitute teacher submits a valid application, and
 - b. The substitute teacher is qualified for the vacant position.
- 7.2 The District guarantees that any substitute teacher who has received a positive recommendation from a building principal shall receive an employment interview, provided that the conditions in 7.1(a) and 7.1(b) above have been met.

ARTICLE VI

ALLIANCE RIGHTS

Section 1 - Dues Deduction

- 1.1 Upon receipt of a signed authorization by an individual substitute, the District will deduct from each paycheck thereafter issued to that substitute dues for the Alliance and its affiliates, and will transmit to the Alliance the monies withheld. The District may take up to thirty (30) days, following receipt of the signed authorization, to start making deductions from the substitute's paychecks. A signed authorization will remain in effect from year to year, until it is canceled, in writing, by the individual substitute. The District will notify the Alliance within fifteen (15) days of the cancellation of an authorization. The District may take up to thirty (30) days, following receipt of the written cancellation, to stop making deductions from the substitute's paychecks.
- 1.2 The authorized deduction shall be One Dollar (\$1.00) for each more than one-half day worked; Fifty Cents (\$.50) for each one-half or less day worked. This rate of deduction will remain in effect until such time as the School District receives written notice from the Alliance of a change in the rate. The Alliance shall provide at least thirty (30) days written notice of a change in the rate.
- 1.3 The Alliance will hold the School District harmless against any claim by a substitute that the amount withheld for dues and forwarded to the Alliance pursuant to a signed authorization was incorrect or excessive, and the Alliance will refund to the substitute any amount withheld which is in excess of the amount due
- 1.4 The Alliance will not be required to hold the School District harmless if the School District's error was the cause of the incorrect or excessive deduction.
- 1.5 The Schuylerville Central 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 Laws 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.

Section 2 - Printing and Distribution of Collective Bargaining Agreement

- 2.1 The Alliance agrees to print a sufficient quantity of this collective bargaining Agreement for the District's use at no cost to the District.

2.2 The District agrees to provide each substitute teacher with a copy of this collective bargaining Agreement, upon the substitute's request. Copies of this Agreement shall be available from the Principal's Office in each individual school building.

ARTICLE VIII

SALARY

Section 1 - Certified Substitute Teachers and Licensed Nurses - shall receive daily salary in accordance with the following schedule:

<u>1998-99</u>	<u>1999-2000</u>	<u>2000-01</u>	<u>2001-02</u>	<u>2002-03</u>
\$87.00	\$89.00	\$91.00	\$93.00	\$93.00

Section 2 - Uncertified Substitute Teachers and Unlicensed Nurses - shall receive daily salary in accordance with the following schedule:

<u>1998-99</u>	<u>1999-2000</u>	<u>2000-01</u>	<u>2001-02</u>	<u>2002-03</u>
\$67.00	\$69.00	\$71.00	\$73.00	\$73.00

Section 3

Except in situations involving labor disputes with other bargaining units, the Board of Education reserves the privilege of paying beyond these salary schedules in unusual circumstances.

The provisions of this Agreement become effective on the first day of July 1998 and shall continue and remain in full force and effect until the last day of June 2003.

IN WITNESS WHEREOF, the parties hereto have hereunder set their hands and seals, this 7 day of August, 1998.

BOARD OF EDUCATION OF THE
SCHUYLERVILLE CENTRAL SCHOOL DISTRICT

BY: Leon Ross
Superintendent of Schools

SOUTHERN ADIRONDACK SUBSTITUTE
TEACHER ALLIANCE

BY: [Signature]
President

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.

File
cc - [redacted]
Cheryl
John Girvin

GIRVIN & FERLAZZO, P.C.

ATTORNEYS AT LAW

20 CORPORATE WOODS BLVD.
ALBANY, NEW YORK 12211
(518) 462-0300 FAX: (518) 462-5037
WWW.GIRVINLAW.COM

James E. Girvin
Partner

jeg@girvinlaw.com

December 2, 2003

Katherine M. Kelleher
Labor Relations Specialist
New York State United Teachers
Capital District Regional Office
800 Troy-Schenectady Road
Latham, New York 12110-2455

Re: Schuylerville Central School District Substitute Teachers

Dear Ms. Kelleher:

Enclosed for your records please find the signed original of the Memorandum of Agreement regarding the above-referenced matter. Please feel free to call should you have any questions.

Thank you for your cooperation in this regard.

Very truly yours,

GIRVIN & FERLAZZO, P.C.

By: *James E. Girvin/kac*
James E. Girvin

JEG/kac
Enclosure

cc: Leon Reed, Supt.

TA9
7887

MEMORANDUM OF AGREEMENT

BY AND BETWEEN THE
SCHUYLERVILLE CENTRAL SCHOOL DISTRICT
AND
THE SOUTHERN ADIRONDACK SUBSTITUTE TEACHER ALLIANCE,
NEW YORK STATE UNITED TEACHERS, AFT, AFL-CIO
(SCHUYLERVILLE SCHOOL DISTRICT UNIT)

This Memorandum of Agreement between the Schuylerville Central School District ("District") and the Southern Adirondack Substitute Teacher Alliance, New York State United Teachers, AFT, AFL-CIO (Schuylerville School District Unit) ("Association") shall set forth the full agreement between the parties relating to their successor collective bargaining agreement. The terms of this Memorandum of Agreement will be subject to ratification by the membership of the Association and the approval by the Board of Education of the District. Unless otherwise modified, changed or altered by the terms of this Memorandum of Agreement, the provisions of the collective bargaining agreement between the parties covering the dates July 1, 1998 through June 30, 2003 shall remain in full force and effect in the successor collective bargaining agreement.

1. The successor collective bargaining agreement will cover a five (5) year period, inclusive of the dates July 1, 2003 through June 30, 2008.

2. Article VIII, Salary, shall be amended to provide:

Section 1 - Certified substitute teachers and licensed nurses - shall receive daily salary in accordance with the following schedule:

2003-2004 Ninety-three (\$93.00) Dollars

2004-2005 Ninety-five (\$95.00) Dollars

2005-2006 Ninety-seven (\$97.00) Dollars

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2006-2007 Ninety-nine (\$99.00) Dollars

2007-2008 One Hundred and One (\$101.00) Dollars

Section 2 - Uncertified substitute teachers and unlicensed nurses - shall receive daily salary in accordance with the following schedule:

2003-2004 Seventy-three (\$73.00) Dollars

2004-2005 Seventy-five (\$75.00) Dollars

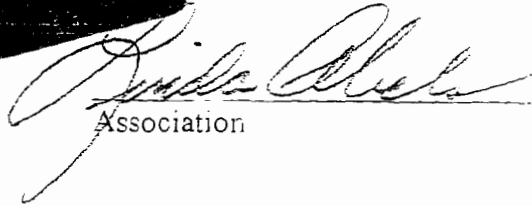
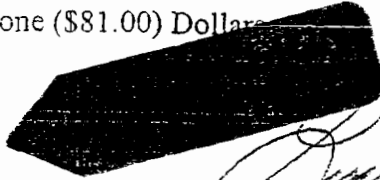
2005-2006 Seventy-seven (\$77.00) Dollars

2006-2007 Seventy-nine (\$79.00) Dollars

2007-2008 Eighty-one (\$81.00) Dollars



District



Association