

AGREEMENT

BETWEEN THE

**EAST ISLIP UNION FREE
SCHOOL DISTRICT**

AND THE

**EAST ISLIP TEACHERS
ASSOCIATION, TEACHING
ASSISTANT CHAPTER**

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July 1, 2019 - June 30, 2024

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ARTICLE I - PREAMBLE

Agreement by and between the East Islip Union Free School District (hereinafter the "District") and the East Islip Teachers Association, Teaching Assistant Chapter (hereinafter the "Association"), wherein it is mutually agreed as follows:

ARTICLE II - RECOGNITION

The East Islip Union Free School District recognizes the East Islip Teachers Association, Teaching Assistant Chapter, as the sole and exclusive collective and negotiating representatives for employees in the title of teaching assistants.

ARTICLE III - PRINCIPLES

1. Recognition of the Association shall not interfere with or impair the rights of employees under the Constitution or laws of the State of New York.
2. In the event that any term or provision of the Agreement is contrary to any provision of appropriate federal, state or local statutes or ordinances, then the provisions of said laws shall prevail in the particular instance. All other provisions of this Agreement shall remain in effect.
3. The conditions set forth in this Agreement will not be changed in any way by the Association or the District, and negotiations will not be reopened during the life of this Agreement, unless mutually agreed. However, periodic discussion may be held by representatives of the Association and representatives of the District.
4. Both parties to this Agreement recognize their responsibility to at all times act in good faith in carrying out any and all provisions of the Agreement.
5. The Association recognizes the right of the Board and Administration to direct and control management policies subject to the obligations of the Agreement, the Board and

Administration agree that the Association will be consulted prior to the adoption of any policy which directly affects members of the Teaching Assistant unit. Employees will cooperate with management in conformity with the obligations of this Agreement to facilitate effective operation.

6. The legal rights inherent in the New York State law and in the rulings and regulations of the Commissioner of Education affecting certified personnel are in no way abridged by this Agreement.

7. The Association acknowledges that the Board of Education and the Superintendent of Schools together have the sole right of management and superintendence of the East Islip Union Free School District. Hence, except as provided herein, the Board of Education and the Superintendent of Schools shall retain all authority, rights and/or obligations imposed upon or accorded to them by law.

8. The parties bound by this Agreement may call upon competent professionals and for lay representatives to consider the matter under discussion, to speak in their behalf, and to make suggestions for the Contract Agreement. Each party will notify the other in advance of said meeting of its intention to have such a person or persons in attendance. Each party will pay any costs involved in securing its own assistance.

ARTICLE IV - PROCEDURES FOR NEGOTIATIONS

1. No later than February 15 preceding June of the final year of this agreement or any other mutually agreed date, the Association and the District shall enter into negotiations for the following school year or years. The District representatives will continue to meet with the

designated representatives of the Association until agreement has been reached on the items listed below:

- A. Rights of the Teaching Assistant
- B. Rights of the Association
- C. Working Conditions
- D. Salary and Fringe Benefits
- E. In-Service Training/Professional Development
- F. Evaluation Process

2. Both parties agree to adhere to the provisions, procedures, and rules of the Taylor Law during the negotiations process.
3. If requested by either party, a negotiation session will take place at least once every two weeks.
4. Negotiation sessions will be conducted during normal business hours (9 a.m. - 5 p.m.) unless mutually agreed to change these hours.
5. Negotiation sessions will not exceed two hours unless mutually agreed to extend these time limits.
6. Employees who are on the negotiations team will not be excused from assigned job responsibilities, unless the District deems it advisable. In such cases, members of the negotiations team will suffer no loss of pay or benefits for time spent negotiating.
7. Tentative agreements may be reached during the course of negotiations on any issue; however, tentative agreements are not final until agreement is reached on the entire contract.
8. All matters discussed and considered during negotiations will remain confidential until agreement has been reached or impasse declared. Confidentiality shall be extended to include the Board of Education and the Administrative Staff as well as members of both negotiating

teams, the Executive Board of the Association and designated representatives of their local, state and national affiliates.

9. When tentative agreement is reached covering all the areas being negotiated, the Agreement will be reduced in writing to contract language and submitted to the Association membership and to the Board of Education for ratification. Within thirty (30) calendar days from the date of agreement between the negotiators, or by the second day of school if agreement occurs during the Summer, the Association and Board shall take ratification action on the Agreement and the parties shall notify each other in writing as to rejection or ratification of the Agreement.

ARTICLE V - EMPLOYMENT TIME

1. The "work year" and the length of the "work day" shall be the same as it is for the teachers in the district.
2. All full-time teaching assistants assigned to elementary schools shall be permitted one fifteen (15) minutes break per day for their personal needs and comfort and lunch time of not less than thirty (30) minutes inclusive of their employment time, as designated by the immediate supervisor with the approval of the building administrator.
3. All full-time teaching assistants assigned to secondary schools shall be permitted a combined break and lunch which is the equivalent of one (1) class period inclusive of their employment time. This combined break and lunch time shall be designated by the immediate supervisor with the approval of the building administrator.

4. Teaching Assistants will meet the following professional responsibilities without additional compensation outside of the established work day when they cannot be met within these hours.

A. Upon the request of the administration, attend grade-level meetings, district meetings, department meetings and school faculty meetings either before the start of the work day but not beginning before 7:30 A.M. or to commence within 20 minutes after the end of the instructional day. Whenever feasible, the District will attempt to provide unit members with three (3) days' notice of such meetings.

B. Teaching Assistants may be required to attend a maximum of three (3) evening events, meetings or parent- teacher conferences as scheduled by the administration. In the event of parent-teacher conferences held in the evening they shall not exceed three (3) hours in duration.

5. Teaching Assistants appointed by the District to provide supervision of students engaged in the In-District Suspension Program shall receive compensation as follows:

Effective July 1, 2019 - \$29.44 per hour
Effective July 1, 2020 - \$29.88 per hour
Effective July 1, 2021 - \$30.33 per hour
Effective July 1, 2022 - \$30.71 per hour
Effective July 1, 2023 - \$31.09 per hour

6. Teaching Assistants appointed by the District to authorized chaperoning on a voluntary basis shall receive compensation as follows:

Effective July 1, 2019 - \$25.38 per hour
Effective July 1, 2020 - \$25.76 per hour
Effective July 1, 2021 - \$26.15 per hour
Effective July 1, 2022 - \$26.48 per hour
Effective July 1, 2023 - \$26.81 per hour

7. Teaching Assistants appointed by the District to provide supervision of students engaged in the After School Detention Program (“ASD”) shall receive compensation as follows:

Effective July 1, 2019 - \$25.38 per hour
Effective July 1, 2020 - \$25.76 per hour
Effective July 1, 2021 - \$26.15 per hour
Effective July 1, 2022 - \$26.48 per hour
Effective July 1, 2023 - \$26.81 per hour

A. When a teaching assistant is committed to ASD and the student(s) do not show up after waiting fifteen (15) minutes, the teaching assistant may leave the assignment and will receive compensation for the one hour.

B. When more than one certified teaching assistant applies for ASD work, the work will be rotated.

8. Teaching Assistants required to participate in professional development provided by the District during the months of July and August shall receive compensation as follows:

Effective July 1, 2019 - \$27.41 per hour
Effective July 1, 2020 - \$27.82 per hour
Effective July 1, 2021 - \$28.24 per hour
Effective July 1, 2022 - \$28.59 per hour
Effective July 1, 2023 - \$28.95 per hour

ARTICLE VI – SALARY & FRINGE BENEFITS

2019-2020

STEP 1	\$25,525.36	\$25,780.61	\$26,038.41
2	\$26,189.01	\$26,450.92	\$26,715.41
3	\$26,869.94	\$27,138.63	\$27,410.01
4	\$27,744.95	\$28,022.39	\$28,302.62

2020-2021

Step	1	\$25,908.25	\$26,167.32	\$26,428.99
	2	\$26,581.85	\$26,847.69	\$27,116.15
	3	\$27,272.99	\$27,545.71	\$27,821.17
	4	\$28,161.13	\$28,442.73	\$28,727.16

2021-2022

Step	1	\$26,296.88	\$26,559.83	\$26,825.43
	2	\$26,980.58	\$27,250.41	\$27,522.90
	3	\$27,682.09	\$27,958.90	\$28,238.49
	4	\$28,583.55	\$28,869.38	\$29,158.07

2022-2023

Step	1	\$26,625.60	\$26,891.83	\$27,160.75
	2	\$27,317.84	\$27,591.05	\$27,866.94
	3	\$28,028.12	\$28,308.39	\$28,591.48
	4	\$28,940.85	\$29,230.25	\$29,522.55

2023-2024

Step	1	\$26,958.42	\$27,227.98	\$27,500.26
	2	\$27,659.32	\$27,935.94	\$28,215.28
	3	\$28,378.48	\$28,662.25	\$28,948.88
	4	\$29,302.62	\$29,595.63	\$29,891.59

*Unit members must remain on each level for at least one (1) year and cannot advance more than one (1) level each year.

Longevity at 10 years:

- Effective July 1, 2019 - \$1158.00
- Effective July 1, 2020 - \$1308.00
- Effective July 1, 2021 - \$1458.00
- Effective July 1, 2022 - \$1608.00
- Effective July 1, 2023 - \$1758.00

*Longevity is not part of base salary.

1. Payroll Schedule

Unit members will receive their first paycheck on the first regular payday of the school year, with this check reflecting the first week's work. Subsequent checks will be given on the same schedule as all other employees.

2. Fringe Benefits

A. Sick Days

1. Full-time teacher assistants shall receive eight (8) sick days per year. Part-time teaching assistants will have their sick days pro-rated.

B. Attendance Procedure

Should a building administrator be concerned with a unit member's attendance record, he/she shall take the following steps:

1. Send a note to the unit member asking for a meeting to discuss the unit member's attendance. The unit member will be advised of his/her right to have a union representative present at that meeting.

2. After a reasonable period of time, if the administrator still feels that the unit member has used sick leave excessively or abused sick leave, the administrator shall cause a meeting to occur between the affected unit member, his/her union representative and the Superintendent of Schools or his/her designee. The purpose for said meeting shall be to conduct a complete review of the unit member's record.

3. At the discretion of the Superintendent of Schools, following this meeting, a letter reviewing the discussion which took place at the meeting may be sent to the unit member.

4. If after a reasonable period of time following this meeting the administrator still feels that the alleged problem persists, he/she may cite his/her concerns in a written communiqué (letter or evaluation report) to the unit member, as well as initiate whatever action he/she deems appropriate consistent with the terms of the contract and the law, in order to correct the alleged problem.

C. Contingency Sick Leave Bank

The District, at the start of each school year, shall establish a Contingency Sick Leave Bank of Two Hundred (200) days for use by any member of the unit who suffers a long term catastrophic illness or injury. It shall be administered in the following manner: Any member of this unit is eligible to draw up to ten (10) days from the bank after having missed eight (8) consecutive working days due to personal illness or injury. A doctor's certificate shall be submitted along with the application for days from this bank. The unit member may reapply for additional days, if needed. The bank will be administered jointly by the Union President and the Superintendent of Schools. The unit member must exhaust his/her allotment of sick days to be eligible for participation in the sick leave bank.

In the event that the East Islip Teachers Association agrees to a modified contingency sick leave bank provision for their teachers' unit which requires unit member contribution to the sick leave bank, the parties agree to re-open this contract for the limited purpose of negotiating a procedure for the teaching assistant unit.

D. Personal Days

Unit members shall receive three (3) paid personal days per year. Advanced notification of use of the personal day shall be made to the unit member's immediate supervisor

in writing on the designated form. In the case of an unforeseen emergency, written notice shall be given immediately upon return to work. Personal days are to be used only for urgent business that cannot be conducted outside the school day. Personal days are not to be used to extend a weekend recess, holiday and/or vacation unless there is approval by the Superintendent and/or his/her designee. Unused personal days will be converted to sick days at the end of the school year.

E. Bereavement

Unit members shall be granted three (3) bereavement days annually for, death in the immediate family. Immediate family is defined as parent, sibling, child, spouse, grandchild and father/mother in law.

F. Insurance

The District shall provide 70% of individual dental insurance. The District shall also pay the minimum contribution toward the premium costs of the District's health insurance plan.

G. Welfare Trust Fund

The District will pay into the EITA Welfare Trust Fund the sum of \$960 per annum for each member of teaching assistant unit. Teaching Assistants who work less than twenty-five (25) hours a week shall not have contributions made on their behalf. The total amount annually shall be paid to the Fund by July 15th prior to the start of each academic year. The District shall not be required to make a payment towards the EITA Welfare Trust Fund during the first two (2) years of a unit member's employment with the District. A unit member who is recalled from a preferred eligible list will receive credit for previous time worked for

receipt of payment. For example, a unit member who was employed by the District for one (1) year prior to being recalled from the preferred eligible list will have to wait one (1) year instead of two (2) years to be eligible to receive the District's contribution towards the EITA Welfare Trust Fund.

H. Accrual/Reimbursement for Sick Days

Unit members will have the option to accrue unused sick leave to a maximum of 100 days or to be reimbursed at the rate of half pay for each day of unused sick leave. Once an employee elects to accrue sick leave, he/she forfeits all rights to receive payment for such days. Such election must be made by May 30th of the year in which the sick leave was accrued.

Unit members who choose to accrue sick days shall, upon retirement, receive payment for such days at the rate of half pay for each sick day accrued.

I. Severance Pay

Upon retirement into the New York State Teachers Retirement System, unit members with ten (10) or more years of service to the District shall receive severance payment of seventy-five (\$75) dollars for each year of service.

J. Workers Compensation

The District will provide Workers Compensation coverage for all unit members, as provided by law. Any unit member injured on the job and eligible for Workers Compensation benefits will continue to receive his/her full salary for up to six months, with no deduction of sick days during the period of disability. The District shall claim the Workers Compensation benefit during this period. After the six (6) month period, the unit member will be entitled only to whatever Workers Compensation benefits for which he/she is eligible.

ARTICLE VII - GRIEVANCE PROCEDURE

1. Purpose

The purpose of this procedure is to secure at the earliest stage possible the satisfactory resolution of a grievance.

2. Confidentiality

Both parties agree that the proceedings will be kept as informal as possible and that the proceedings will be kept confidential at all levels with all parties involved in the proceeding.

3. Definition of Grievance

A grievance is a complaint by a member, a group of members, or the Association unit, based on an alleged violation of the provisions of this contract. Should a grievance be claimed, there shall be no suspension of work on account of such grievance, but an earnest effort shall be made to settle such differences in the manner described in Paragraph 5.

4. Procedures for Filing a Grievance

The official filing of a grievance (Stage 2) must include the following information:

- A. 1. Name and position of the aggrieved party, date of filing.
2. Identity of the contract provision involved in the grievance.
3. Time and place where the alleged events or conditions constituting the grievance existed.
4. Identity of the party responsible for causing the said events or condition, if known to the aggrieved party.
5. A general statement of the nature of the grievance.
6. A statement of the redress sought by the aggrieved party.

B. Beginning with Stage 2, all decisions shall be rendered in writing at each step of the grievance procedure, setting forth findings of fact, conclusions and supporting reasons therefore.

C. The preparation and processing of grievances, insofar as practicable, shall be conducted outside the hours of employment. Students shall not be involved in any phase of the grievance procedure.

5. Time Limit for Grievance

No grievance will be entertained unless filed in the first available stage within fifteen (15) school days after the member of this unit knew or should have known of the act or conditions on which the grievance is based. If a decision at this 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.

6. Stages

A. Stage 1 - Informal Discussion

The first stage of the grievance procedure shall be an informal discussion between the party or parties of the grievance and the immediate supervisor. No grievance shall be entertained at Stage 2 until five (5) school days after the date of the initial original discussion. At least one (1) additional meeting shall be held if either party deems it necessary within the time limit. This time may be extended by mutual consent. No written forms or records will be kept at Stage 1. If such grievance is not satisfactorily resolved at this time, the aggrieved party or parties may appeal in writing following the procedures indicated in paragraph 4 to the

Superintendent of Schools or his/her designee within five (5) school days after the last Stage 1 meeting.

B. Stage 2 - Meeting (Superintendent)

The Superintendent or his/her designee shall hold a meeting with the parties within ten (10) school days after receiving the written request from the grievant. The grievant may be accompanied by a representative of his/her own choosing and the immediate supervisor may be represented by a representative of his/her choosing. The Superintendent or his/her designee will send a written report of his/her decision to the aggrieved party and to the immediate supervisor within five (5) school days after the conclusion of the hearing. If such grievance is not satisfactorily resolved at this stage, the aggrieved party or parties may appeal in writing following the procedures set forth in Paragraph 4 to the Board of Education. Such appeal will be directed to the President of the Board of Education.

C. Stage 3 - Meeting (Board of Education)

The Board of Education will conduct a special meeting held in executive session within fifteen (15) school days after the date of filing of the Stage 3 appeal. The aggrieved party or parties, along with their representatives, if any, and the immediate supervisor and his/her representative, if any, shall be present at this review. The Board of Education, acting as a legislative body of the East Islip School District, shall make a decision and communicate this decision to the party or parties of the grievance and the immediate supervisor within ten (10) school days of the conclusion of the review.

ARTICLE VIII - EMPLOYEE ASSOCIATION RIGHTS

1. Visitation

Representatives of the Association may visit members of their organization during the time employees are not on duty (lunch, coffee breaks).

2. Use of Facilities

The Association may use designated areas of school buildings for meetings or other functions by making application to the school principal in advance and conforming to the Board of Education's rules and regulations regarding the use of buildings and grounds, and State Law.

3. Right of Consultation

The Association shall have reasonable opportunity to discuss with the Superintendent or his/her designee matters of mutual concern and interest. The Association will also be consulted about planned changes in the teaching assistant staff.

4. Right to Post Notices

The Association shall have the right to post notice concerning the activities of the Association on school bulletin boards designated for that purpose by the Building Principal.

5. Policies

One copy of all Board of Education policies pertaining to personnel in this unit shall be forwarded to the individual designated by the Association.

6. Right to Distribute Materials

The Association may, through its Building Representatives or their designees, distribute materials dealing with the proper and legitimate business of the Association through members' mailboxes (if any) and the interschool mail to the extent consistent with the law.

7. Right to Meet with Board of Education

The Association, at its request, shall be given a place on the agenda of regular meetings of the Board of Education for reports and announcements.

8. Right to Negotiations Information

The Superintendent will comply with requests for non-privileged pertinent information which has been compiled and which will assist the Association in developing proposals and programs for negotiations. Requests for pertinent public records will be made available to the Association.

9. Right of Roster Information

During the month of September of each school year, the Superintendent will provide the Association with a complete listing of members of this unit, their salaries, school assignments, steps and seniority.

10. Payroll Deductions

A. The Board of Education agrees that the following may be deducted from payroll at the option of the teaching assistant:

1. Loan payments to the NYS Teachers Retirement System
2. U.S. Savings Bond
3. United Way
4. Teacher Federal Credit Union - Shares & Loans

New deductions, cancellations of deductions, or changes in the amount of deductions for the T.F.C.U. may only be made by notifying the Business Office prior to September 15th for deductions to begin with the first payday in October, and by January 15th for deductions to begin the first payday in February.

5. Tax Sheltered Annuities

There shall be no TSA Companies added to the current list of those programs available to teaching assistants, except by mutual consent of the District and the Association. Teaching Assistants may enroll in a TSA program, change companies, discontinue their deductions or change the amount deducted only by notifying the Business Office prior to September 15th for deductions to begin with the first payday in October, and by January 15th for deductions to begin with the first payday in February.

- 6. EITA Welfare Trust Fund
- 7. NYSUT Benefit Fund
- 8. Miscellaneous
- 9. Vote/Cope

B. The Board agrees that unified dues for the East Islip Teachers' Association, Teaching Assistant Chapter, will be deducted from payroll at the option of the teaching assistant unless otherwise specified in this Agreement. The teaching assistant electing payroll deductions shall complete in full the following authorization card:

PAYROLL DEDUCTION AUTHORIZATION

Social Security Number _____

Last Name _____ First _____ MI _____

Board of Education, East Islip, N.Y.

EAST ISLIP TEACHERS' ASSOCIATION, TEACHING ASSISTANT CHAPTER

To the Board of Education

I hereby authorize you, according to arrangements agreed upon with the above Association, to deduct from my salary and transmit to said Association, dues as certified by said Association for those organizations as unified below I hereby waive all right and claim to said monies so

deducted and transmitted in accordance with this authorization and relieve the Board of Education and all its officers from any liability therefore. I revoke any and all instruments heretofore made by me for such purposes. This authority shall remain in full force and effect for all purposes while I am employed in this school system or until revoked by me by notifying simultaneously in writing both the Board and Association no later than June 1, to be effective for the following school year.

ASSOCIATION UNIFICATION

Local

State

National

Members Signature _____

Date: _____

The Association shall certify to the Business Manager in writing the current rate of unified membership dues. If any change is made in the rate of its membership dues, the EITA shall give the Board thirty (30) days written notice prior to the effective date of such change.

Deductions referred to above will be made in twenty (20) equal installments. The Business Manager will remit all payroll deductions to the Treasurer of the Association within ten (10) days following the previous month's payroll deductions.

C. The Board agrees that Teacher Credit Union shares and/or loans may be deducted from payroll at the option of the unit member. Notification to the Business Office for such deductions must be made by June 15th for deductions to begin in September. No new deductions or adjustments in amount deducted may be made prior to the end of the school year. In the case of unit members hired subsequent to July 1, notification of payroll deduction for the Credit Union may be made only during the month of January, said deductions to begin in February.

ARTICLE IX - RIGHTS OF THE TEACHING ASSISTANT

1. Notice of Assignment

Each member of this unit shall receive notice of his/her assignment no later than three (3) weeks after the passage of the East Islip School Budget and/or Title projects or no later than June 30th should the budget fail.

2. Right of Membership

Members of the Association shall be entitled to full rights of citizenship, and no religious or political activities outside of employment or the lack thereof shall be grounds for any discipline or discrimination with respect to such person(s).

3. Review of Personnel Folder

Members of this Association may review the contents of their personal evaluation files with the Superintendent or his/her designee at a time mutually convenient, excepting however, all confidential references.

4. Right to be Advised of Official Complaints

Each member has the right to be informed or, and to reply to, official complaints made to the Superintendent concerning his/her employment.

5. Legal Assistance

The Board shall provide legal aid under the Education Law if a unit member is sued while acting in the proper discharge of her duties.

6. Use of Personal Vehicles

No member of this unit will be required to use their personal vehicle for "District" business. Any unit member who must travel between buildings as a result of a forced transfer

shall be entitled to compensation for the legitimate use of a private automobile at the Internal Revenue Service auto use rate.

7. Leave of Absence

Any unit member who desires a special leave of absence must submit a written request for said leave of absence to the Superintendent and the Superintendent shall recommend to the Board of Education the granting or denial of the request for the leave of absence on the basis of the individual merits of each request.

8. Vandalism Damage to Cars

The District shall establish a fund of \$3000 to compensate members of bargaining units represented by EITA for vandalism damage to their cars while parked in district parking facilities. To be eligible for reimbursement, the employee must make application to the Superintendent of Schools or his/her designee and:

- A. provide proof that a report was filed with police
- B. present his/her insurance policy
- C. provide proof that the damage did occur on school parking facilities
- D. provide at least two (2) estimates for the cost of repairing the damage.

The District will only reimburse an approved claim for the amount not covered by the employee's insurance. The Superintendent of Schools or his/her designee and the President of the Association, in conjunction with each other, shall accept or reject each application and shall determine the amount of money to be awarded.

Upon completion of the school year, the monies not expended shall be returned to the district General Fund and a new fund of \$3000 shall be established on July 1st.

9. Jury Duty

Members of the unit who are summoned to jury duty shall be excused from their work responsibilities, with pay, for the full time spent on this civic responsibility.

10. Representation

Unit members shall be entitled to union representation at any meeting with administration which is called for the purpose of dealing with a complaint regarding the unit member's job performance, or of disciplining a unit member.

11. Professional Conferences

If there is available funding, unit members may apply to the Superintendent of Schools, or his/her designee, for approval to attend professional conferences. The decision shall be within the sole discretion of the Superintendent of Schools or his/her designee and shall not be grievable.

12. Transfer and/or Re-Assignment

Teaching Assistants shall have the rights to file an application for re-assignment and/or transfer.

13. Position Openings

The President of the Association shall be notified of position openings for certified positions in the school district.

ARTICLE X - EVALUATION PROCESS

1. A minimum of two (2) evaluations will be given annually. At least one evaluation report will be given by December 1st. The end of the year evaluation will be completed by June 15th.

2. The teaching assistant shall have the right to discuss such evaluations with the supervisor who completed it. Within eight (8) school days after receiving such reports, the teaching assistant shall sign and date two (2) copies to be returned to the issuer of the report, but the teaching assistant's signature will not necessarily indicate agreement with the report's contents. It shall be the teaching assistant's right to have his/her written response to the evaluation report affixed thereto. For the purpose of this provision, the designated eight (8) days shall not be inclusive of the day of the observation or date of the receipt of the evaluation.

ARTICLE XI - RATIFICATION OF CONTRACT

1. After the negotiators for the School District and the Association have reached agreement, the agreement shall be presented to the Board of Education and to the membership of the Association for ratification as soon as practical, but not later than thirty (30) days from execution of the Memorandum of Agreement.

2. Within ten (10) days after the presentation to the Board and to the membership of the Association, notification of ratification or rejection shall be made a matter of public record. If ratified, a ratification document shall be signed at the end of a copy of this contract by the President of the Board of Education and the President of the Association.

3. If either or both parties fail to ratify the agreement, it shall be the responsibility of the chief negotiator and the negotiating representatives of the Association to resume negotiations immediately in an effort to secure an agreement which will be ratified by both parties.

ARTICLE XII - MISCELLANEOUS

A. This Agreement may not be changed or modified except by a written instrument executed by the parties or their undersigned representative.

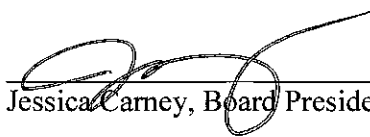
B. This contract shall constitute the full and complete agreement between both parties and may be altered, changed, added to, deleted from or modified only through voluntary, mutual consent of the parties in a written and signed amendment to this contract. It is acknowledged that during negotiations which resulted in this agreement, the parties had the unlimited right and opportunity to make demands and proposals with respect to all proper subjects of collective bargaining.

ARTICLE XIII – DURATION OF AGREEMENT

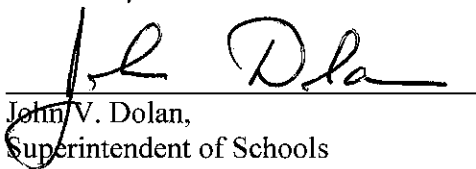
This Agreement is effective July 1, 2019 and shall continue in effect through June 30, 2024.

ARTICLE XIV – LEGISLATIVE AUTHORIZATION

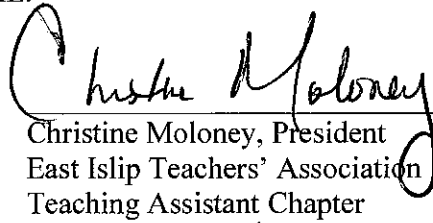
IT IS AGREED BY AND BETWEEN THE PARTIES THAT ANY PROVISION OF THIS AGREEMENT REQUIRING LEGISLATIVE ACTION TO PERMIT ITS IMPLEMENTATION BY AMENDMENT OF LAW OR BY PROVIDING THE ADDITIONAL FUNDS THEREFORE, SHALL NOT BECOME EFFECTIVE UNTIL THE APPROPRIATE BODY HAS GIVEN APPROVAL.


Jessica Carney, Board President

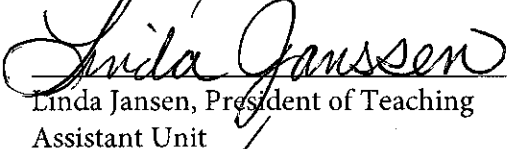
Date: 11/12, 2020


John V. Dolan,
Superintendent of Schools

Date: 11/12, 2020


Christine Moloney, President
East Islip Teachers' Association
Teaching Assistant Chapter

Date: 11/12, 2020


Linda Jansen, President of Teaching
Assistant Unit

Date: 11/12, 2020