

**CONTRACT
AGREEMENT**

between the

EAST ISLIP SCHOOL DISTRICT

and the

**EAST ISLIP TEACHERS'
ASSOCIATION**

for

**PER DIEM SUBSTITUTE
TEACHERS**

JULY 1, 2022 - JUNE 30, 2028

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ARTICLE I - RECOGNITION

RESOLVED that the Board of Education of the East Islip Union Free School District herewith extends recognition of the following described bargaining unit to the East Islip Teachers' Association:

Bargaining Unit - The bargaining unit shall contain all of those per diem substitute teachers employed 20 days or more in any school year by the East Islip Union Free School District.

ARTICLE II - MANAGEMENT RIGHTS

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.

ARTICLE III - NEGOTIATIONS PRINCIPLES AND PROCEDURES

Starting date for negotiations will be February 15, immediately preceding the expiration date of the existing contract, and the parties will meet at least once every two weeks unless mutually agreed otherwise.

ARTICLE IV - GRIEVANCE PROCEDURE

If a member of the unit alleges that her/his rights under a provision of this agreement have been violated, she/he shall so notify the Building Representative within ten (10) calendar days from the date on which the alleged violation occurred. The Building Representative shall informally discuss the matter with the Building Principal in an attempt to resolve the grievance. The Unit member may, at her/his request, be present at this informal meeting.

If the matter is not resolved to the satisfaction of the Unit member as a result of the informal discussion, she/he may refer the grievance to the District Grievance Panel for discussion and final resolution. The Panel shall consist of the Superintendent of Schools, the Assistant Superintendent for Human Resources and Administration, the President of the EITA, and the EITA Grievance Chairman. The Union or the Superintendent may request the presence of the Grievant and/or the Building Principal at the Panel meeting in which the matter will be discussed. The Grievant will be informed of the final resolution of the matter within ten (10) calendar days of the meeting of the Panel.

ARTICLE V - SUBSTITUTE TEACHER RIGHTS

A. EVALUATIONS

Unit members shall have a right to receive a copy of formal evaluations, if any, of her/him completed by any member of the Supervisory staff, and shall have the right to have her/his response affixed to the evaluation.

B. DISTRICT FILE

Unit members shall have the right to review the contents of her/his personnel evaluation file with the Assistant Superintendent for Human Resources and Administration at a mutually convenient time. The Unit member shall have the right to have her/his response affixed to any material entered in the District File.

C. SUBSTITUTE TEACHER HANDBOOK

Each Unit member shall have access the East Islip School District Employee Handbook. A copy of the Substitute Teacher Contract will be available online for each substitute on or about her/his first day working in the District.

D. LESSON PLANS AND STUDENT LISTS

Since the most efficient and effective use of the expertise of substitute teachers can be achieved when proper plans and student lists have been provided by the absent teacher, the District will make reasonable efforts to have such plans and lists available for the substitute teacher.

E. FOLLOW DAILY SCHEDULE OF TEACHERS

Unit members shall have a right to follow the teaching schedule, including lunch and prep period, as well as any duty. The District administration reserves the right to assign a coverage up to, but not exceeding, 6 teaching periods and 1 duty, in case of emergency.

F. WORKDAY/LOAD

1. A Unit member may be assigned to more than one building during any given workday, however, said member's total workday hours in any given workday cannot exceed the contractual workday/load of the building in which the Unit member began his/her workday.
2. If a Unit member is notified by the registry that he/she is needed for only one-half of the day, said Unit member shall be paid for one-half days' work. If a

Unit member is notified by the registry that he/she is needed for a full day and then actually works for a lesser amount of time that particular day, said Unit member shall be paid for that entire day. If a Unit member is notified by the registry that he/she is needed for only one-half of the day and he/she later agrees to work the full day, said Unit member shall be paid for that full day's work.

3. If a Unit member is needed for additional coverage beyond the limits set for in paragraph (E), said Unit member will be compensated at the rate which had been given to the regular teacher under similar circumstances.

G. RIGHT OF PRIORITY TO EXTRA-CURRICULAR ADVISORSHIPS

Unit members shall have the right to apply for extra-curricular advisorships and/or coaching positions which become vacant, and for which there are no qualified applicants from Unit I. In such cases, experience and qualifications being equal, members of this Unit shall be given priority in hiring for the above-mentioned positions.

ARTICLE VI - UNION RIGHTS

A. NOTIFICATION OF VACANCIES

The President of EITA will be notified of position openings for certified positions in the School District.

B. DUES DEDUCTION

Unit members shall have the right to have their membership dues deducted from their paychecks for the East Islip Teachers' Association and its State and National affiliates. Such dues shall be deducted from each paycheck of Unit members in an amount specified by the EITA.

ARTICLE VII - SALARY

A. PER DIEM PAY SCHEDULE

Certified Substitute Teachers employed by the District shall be compensated at the following rates, based upon the total number of days of service to the District within a given school year.

STEP	# OF DAYS	22/23 & 23/24	24/25	25/26	26/27	27/28
1	1-19	\$126	\$135	\$137	\$139	\$141
2	20-59	\$136	\$145	\$147	\$149	\$150
3	60-99	\$146	\$155	\$157	\$159	\$161
4	100-139	\$157	\$167	\$169	\$170	\$172
5	140+	\$163	\$173	\$175	\$177	\$179

Step placement for the beginning of any year will be based on the number of years in which 60 days or more of substitute service was performed, beginning with 1983-84, and such service need not have been rendered in consecutive years.

Non-certified Substitute Teachers will be compensated at the rate of five dollars (\$500) per day less than the above listed per diem salaries.

The rate attained by the Unit members as of May 31 shall be the rate of compensation for the month of June, in order to facilitate the District's preparation of final salary checks. Days worked in the month of June will not be counted for advancement from one level to another within that year.

In the event a Unit member is called to work and a vacancy does not actually exist, she/he will be fully compensated for the day, and may be assigned professional duties.

B. PAYMENT FOR MULTIPLE DAY ASSIGNMENTS

If a Unit member is replacing the same teacher on consecutive days, then beginning on the tenth day the compensation shall be at the following rates, retroactive to the first day of the assignment.

23/24	\$198
24/25	\$204
25/26	\$206
26/27	\$208
27/28	\$210

Unit members serving as Long-Term Substitutes (91 days in the same assignment) will be paid the per diem rate based on the BA step one column of the Unit I salary schedule.

Unit members who accept assignments under B above are expected to perform all of the duties of the absent teacher, including but not necessarily limited to the following: preparing and grading exams and assignments, providing extra help to students, attending required faculty meetings, conferring with staff and parents, and maintaining necessary records.

Long-Term Substitutes who are in the same assignment for at least three consecutive months shall be paid for all legal holidays, provided the holiday falls within the time period of their assignment as long term substitute.

ARTICLE VIII -PERMANENT SUBSTITUTES

1. Unit I members who are on the PEL list will be given preference to permanent substitute positions.
2. Permanent substitutes will report to the building they are assigned to on each of their assigned days, every day school is in session. Administration reserves the right to reassign as needed.

ARTICLE IX -FRINGE BENEFITS

Long-Term Substitutes (180 days) will receive the same fringe benefits as members of Unit I, exclusive of Unit I Welfare Fund contributions, Health Insurance Declaration Buyout, Dental, Dental Buyout, Sick and Personal Days.

A. HEALTH INSURANCE

Unit members who work 90 days or more in a given school year are eligible to participate in the District's health insurance plan, with all costs of the plan to be paid by the employee. Eligible Substitute Teachers may elect such coverage under the following conditions:

1. Full payment for the period July 1 - December 31 must be received by the District Business Office by the preceding June 22.
2. Eligibility for the period January 1 - June 30 will be maintained if the Unit member has worked at least 30 days during the months September through December, or has accepted assignments at least 75% of the times called during that period, and has made full payment of the premium to the District's Business Office by the preceding December 20.

B. WELFARE FUND PAYMENTS


The District will contribute nine dollars (\$9.00) per day into the East Islip Teachers' Association Welfare Trust Fund for each day worked by Unit members. The monies contributed will be used to provide fringe benefits to Unit members.

District payment to the EITA Welfare Trust Fund will be made by February 15 for the period ending January 31, and by June 30 for the balance of the school year.


ARTICLE X - DURATION OF AGREEMENT

- A. This agreement shall become effective July 1, 2022 until a successor agreement is reached.
- B. This agreement may be amended by mutual consent of both parties, with written evidence of said consent being presented to each party by the other.

RATIFICATION OF CONTRACT



 Michael Dorgan
 East Islip Board of Education



 Christopher Neske
 East Islip Teachers' Association

16/8/24

 Date

9/19/24

 Date

NOTICE

IT IS AGREED BY AND BETWEEN THE PARTIES THAT ANY PROVISIONS 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.