

SIDE LETTER AGREEMENT, made this 19th day of September, 2023, by and between the BOARD OF EDUCATION OF THE EDGEMONT UNION FREE SCHOOL DISTRICT (hereinafter referred to as the “DISTRICT” or the “BOARD”), the CSEA-Edgemont UFSD Clerical, School Nurses and Technology Unit (hereinafter “CSEA”) and unit member Maria Stone (hereinafter “MS. STONE”)

WHEREAS, the DISTRICT and the CSEA are parties to a collective bargaining agreement for the period of July 1, 2022 through June 30, 2026 (hereinafter “CBA”); and

WHEREAS, MS. STONE is currently employed by the DISTRICT as a Senior Office Assistant-Automated Systems, a title currently represented by the CSEA and covered under the CBA; and

WHEREAS, subject to the approval of the Westchester County Civil Service, the DISTRICT intends to appoint MS. STONE to serve in the title of Secretary to School Principal, specifically the Secretary to the High School Principal, a title currently represented by the CSEA and covered under the CBA; and

WHEREAS, said appointment is subject to BOARD approval by way of a duly adopted resolution and nothing contained in this Agreement shall be construed so as to obligate the BOARD to appoint MS. STONE to said position; and

WHEREAS, the 2023/24 salary schedule(s) (Exhibit “A” of the CBA) set forth the salaries for each title represented by the CSEA; and

WHEREAS, the salaries contained within each step of the 2023/24 salary schedules for Secretary to the High School Principal and Senior Office Assistant-Automated Systems are identical; and

WHEREAS, effective July 1, 2023, MS. STONE was placed on step 8 of the Senior Office Assistant-Automated Systems salary schedule in accordance with the CBA; and

WHEREAS, effective with the date of the BOARD’S appointment of MS. STONE to the position of Secretary to the High School Principal, as set forth hereinabove, the DISTRICT wishes to place MS. STONE on Step 9 of the Secretary to the High School Principal salary schedule on a non-precedent setting basis; and

WHEREAS, the CBA is otherwise silent with respect to the step placement of a unit member on the salary schedule(s) when he/she is appointed to a position for which the salaries contained within each step of the salary schedule are identical;

NOW, THEREFORE, the DISTRICT, the CSEA and MS. STONE agree as follows:

1. Effective with the date of the BOARD’S appointment of MS. STONE to the position of Secretary to the High School Principal¹, MS. STONE shall be placed on Step 9 of the applicable Secretary to the High School Principal salary schedule.
2. There shall be no retroactive payments made to MS. STONE in connection with this Agreement and/or her proposed appointment to the position of Secretary to High School Principal.

¹ The parties herewith acknowledge that said appointment shall be made at the sole discretion of the BOARD and is subject to BOARD approval by way of a duly adopted resolution.

3. This side letter agreement is subject to the review and approval of the BOARD by way of resolution duly adopted. Absent said approval, this side letter agreement shall be null and void.
4. The CSEA and its members herewith agree that only a violation of the terms and conditions of this Agreement shall be subject to the grievance and arbitration procedures set forth in the CBA in connection with the facts and circumstances that led to said Agreement or any matter related thereto.
5. This Agreement shall not constitute a practice or policy nor serve as a precedent for any of the parties, in any forum and further, shall not obligate either party to enter into a similar agreement in the future. This Agreement shall not be introduced as evidence in any future grievance, arbitration or litigation except for the purposes of enforcing the specific terms of this Agreement.
6. Neither this Agreement, nor the terms and conditions set forth herein, shall constitute a precedent with respect to any other situation or context, with respect to any other school years and/or for any other purposes whatsoever. Nothing in the Side Letter of Agreement shall be deemed an admission of any kind by either party with respect to bargaining obligations and/or mandatory subjects of negotiations.
7. The parties acknowledge that this Agreement represents the full, final and complete resolution of this matter. This Agreement shall not be altered except through mutual written agreement by the parties.

Signatures on the following page.

EDGEMONT UNION FREE SCHOOL
DISTRICT

By: *Kenneth R. Hamilton*
DR. KENNETH R. HAMILTON
Superintendent of Schools

Dated: 9/18/23

CSEA-EDGEMONT UFSD CLERICAL,
SCHOOL NURSES AND TECHNOLOGY
UNIT

By: *Rosemary Devito*
ROSEMARY DEVITO
CSEA President

Dated: September 19, 2023

By: *Patricia Russell*
PATRICIA RUSSELL
Labor Relations Specialist

Dated: 9/19/2023.

By: *Maria Stone*
MARIA STONE

Dated: 9/19/2023