

**AGREEMENT**

**BETWEEN**

**THE BOARD OF EDUCATION OF THE**

**SCARSDALE UNION FREE SCHOOL DISTRICT**

**and**

**THE ASSOCIATION OF SCARSDALE**

**TEACHER AIDES & ASSISTANTS**

**JULY 1, 2023 - JUNE 30, 2026**

## **PREAMBLE**

This Agreement is made and entered into as of July 1, 2023, by and between the Board of Education of the Scarsdale Union Free School District (hereinafter called "the Board") and the Association of Scarsdale Teacher Aides and Assistants (hereinafter called "the Association"), pursuant to Article 14 of the Civil Service Law.

## **ARTICLE 1**

### **Recognition**

The Board hereby recognizes the Association as the exclusive representative of a unit composed of teacher aides, teaching assistants, and computer aides employed by the Board, excluding, however, per diem teacher aide and computer aide substitutes, for the purpose of representing said employees in negotiations and in the settlement of grievances as provided in Article 14 of the Civil Service Law. This recognition shall extend continuously for the maximum period as provided by law.

## **ARTICLE 2**

### **Dues Deduction**

A. The business office of the Board shall collect dues of members of the Association, on behalf of the Association, by a system of authorized dues deductions. Unit members may sign and file dues deduction authorization cards with the business office, and thereafter, dues deduction cards will remain effective until withdrawn in writing by the unit member or until the unit member's employment with the Board terminates. On or before September 15<sup>th</sup> of each year, the President of the Association shall inform the Assistant Superintendent for Business and the Human Resources Department, in writing, of the exact amount of dues to be collected. Deductions reported by September 15<sup>th</sup> will be made in ten (10) equal installments, beginning on or about October 15<sup>th</sup>. Deductions reported before the first day of any month after September 15<sup>th</sup> will be made no later than the second payroll after receipt of the new deductions report. Each such deduction shall be in the amount of 1/10<sup>th</sup> of the annual dues. The Association agrees that it shall indemnify and hold the Board harmless for dues collected from members of the bargaining unit once they are transmitted to the Association.

Withdrawal of payroll deduction authorization must be made in writing in the window period stated on the dues deduction authorization form. The District must notify the Association as soon as reasonably possible after receipt of an employee's withdrawal of authorization, but in any event within three (3) business days.

B. The business office of the Board will make payroll deductions for contributions to the teachers' credit union as long as there are sufficient earnings to support the deduction after taxes.

## **ARTICLE 3**

### **Association Rights**

A. Bulletin Boards: The Board shall provide the Association with a bulletin board in each of the several schools and/or places of work of bargaining unit members. The bulletin board shall be in a prominent place and shall be for the exclusive use of the Association for notices and information relative to Association business.

B. Notice of Bargaining Unit Openings: The Board shall inform, in writing, the President of the Association of all openings for positions and vacancies within the bargaining unit. Every effort will be made to provide this notice prior to the position being filled.

C. Notice of Employees: The Board shall inform, in writing, the President of the Association of the hire, starting date, building assignment, and job assignment of all new bargaining unit employees within ten (10) days of their initial hire. A representative of the Association's choosing shall be given at least one half hour during regular working hours to meet with new members individually or in groups within thirty (30) days of the start of their employment with no charge to the leave accruals of the Association representative or the new employee. There shall be up to three (3) such meetings in September, up to two (2) in October, and one (1) each other month of the school year, as needed.

D. Copies of this Agreement: The Board shall furnish each present member of the bargaining unit with a copy of this Agreement. Each new bargaining unit employee, upon hire, shall be furnished a copy of this Agreement by the Board.

E. Attendance in Court, PERB, or Arbitration Hearings: The Board shall permit members of the bargaining unit time off without loss of pay or benefits to attend Court or PERB hearings, or arbitration hearings if such attendance is related to negotiations or administration of this Agreement, provided, however, that such time off shall be with the consent of the Superintendent, which shall not be unreasonably withheld.

F. The Association shall be notified within five (5) business days of a unit member's separation from service.

G. During the period of recognition, no other organization, entity, or individual that seeks to represent or advocate for employees, or to otherwise discuss organizational or individual questions or issues pertaining to union membership or terms and conditions of employment, will be permitted access to employees on the District's property.

H. The Board will grant three (3) days per year with pay to two (2) officers of the Association for the purpose of conducting Association business. Such leave shall not exceed four (4) days total for two (2) officers per year and shall be without loss of pay or charge to sick/personal leave.

## **ARTICLE 4**

### **Notification of Assignment**

Each member of the unit shall be notified by June 30 of each year of his/her tentative school and aide category assignment for the following school year. Before the beginning of each school year, the Association shall be provided with a letter stating the members' tentative work assignment and hours for the upcoming year. If enrollment changes occur necessitating changes in assignment after notification has been made, the District shall notify members of their change of assignment in a timely manner.

## **ARTICLE 5**

### **Performance Evaluation**

1. Each member of the bargaining unit shall be evaluated at least once a year by an appropriate supervisor.

2. A written evaluation report shall be given to each member of the bargaining unit prior to



Memorial Day.

3. At the request of either the member or evaluator a conference shall be held within ten (10) school days of the member's receipt of report.

4. The member shall sign the evaluation report to indicate only that he or she has read it. If the member refuses or neglects to sign it within ten (10) school days after receipt or within ten (10) school days after the conference, if one is requested, the report may be placed in the member's personnel folder without signature.

5. The member may attach a written response to the evaluation report. Such attachment must be made within fifteen (15) school days after receipt of the report or within fifteen (15) school days after the conference if one is requested.

6. The evaluation report and any response shall be placed in the member's personnel folder.

7. In the event a member of the bargaining unit receives an unsatisfactory evaluation, he/she shall meet with the supervisor to review his/her performance. A plan for improvement shall be developed. The supervisor and the member of the bargaining unit will meet quarterly to assess progress. If the supervisor finds there is not sufficient improvement at the completion of the first year, and he/she is rated unsatisfactory, a plan for improvement shall be established for the second year under the direction of the principal. If the member of the bargaining unit's performance continues to be unsatisfactory by the end of the second year, he/she will remain on his/her current step of the salary schedule until such time as the principal and the supervisor agree that the employee's performance is satisfactory. A member of the bargaining unit who is rated unsatisfactory and is on the top of the salary schedule will not be entitled to longevity payment until there is a demonstrated record of improvement and a satisfactory rating on the evaluation.

## **ARTICLE 6**

### **Personnel Files**

A. Any material to be placed in an employee's personnel file, which is evaluative of the employee's performance, shall be shown to the employee. The employee shall initial the material, but such initialing merely indicates he/she has seen the material and does not indicate agreement with the contents.

B. An employee shall have the right to submit a written response to any materials placed in his/her file within thirty (30) calendar days of being provided a copy of the material. Such response will be included in said file.

C. Employees shall have the right upon reasonable notice to review the contents of their personnel file during regular business hours and in the presence of a District representative. Employees shall also have the right to have a copy of any document container therein, except that pre-employment material shall not be subject to such a review or copying.

## **ARTICLE 7**

### **Dismissal Conference**

An employee dismissed for cause who has not yet earned Civil Service Law § 75 due process rights or Education Law Section 3020-a tenure rights, as applicable, shall have the right to meet with the Superintendent or his/her designee to review the dismissal. The dismissal shall not be subject to the grievance procedure in this Agreement except that failure to grant the meeting provided for in this Article shall be subject to the grievance procedure. Nothing set forth herein is intended to diminish the rights of any unit member pursuant to Section 75 of the Civil Service Law or Section 3020-a of the Education Law.

## ARTICLE 8

### Leaves of Absence

#### A. Personal Illness:

1. In the first three (3) years of employment, members of the bargaining unit shall be entitled to six (6) sick leave days per school year with pay. Commencing in the fourth year of employment, members of the bargaining unit shall be entitled to ten (10) sick leave days with pay per school year. Employees shall be entitled to designate five (5) of the ten (10) days for illness in the immediate family. Immediate family shall be defined as in C, below.

2. Bargaining unit members shall be entitled to accumulate up to three hundred and seventy (370) hours of sick leave.

3. The District shall opt into Section 41-j of the Retirement and Social Security Law, which provides for retirement credit for certain unused sick leave days that are unused as of the employee's date of retirement.

4. Effective July 1, 2023, if a bargaining unit member provides the District with an irrevocable notice of retirement at least 120 calendar days in advance of his/her retirement, and who has accumulated at least 250 hours of sick leave upon the date of retirement, the unit member shall be paid an attendance incentive stipend at the rate of \$6.00 per hour for such accrued and unused sick leave. Those unit members who are not enrolled in the New York State Retirement System shall be treated in the same manner as if they were otherwise enrolled for purposes of the administration of this provision.

If there exists a legitimate, extenuating circumstance that would not allow a unit member to provide the 120-day notice in advance of his/her retirement, the Superintendent of Schools or his/her designee may excuse such requirement, which decision shall not be subject to the grievance provision of this Agreement.

B. Sick Leave Bank: A sick leave bank has been established that may be used by eligible members of the bargaining unit. Unit members are eligible if they have at least three (3) years of service, have contributed at least one (1) day in the year immediately preceding the year in which the request to withdraw days has been made, and have exhausted their personal and sick leave accumulations. A joint committee consisting of two (2) representatives each from the bargaining unit and two (2) members from administration, one (1) of which will be the Assistant Superintendent for Human Resources & Leadership Development will be established to administer the sick leave bank, and must approve all allocations of days. The sick leave bank shall be sustained through voluntary member contributions of one day per year, but members who have accumulated the maximum number of sick days allowed shall be permitted to donate an additional day to the sick bank, for a total of two (2) days per year. The maximum number of days that a unit member may receive from the sick bank in any school year is ten (10).

As of July 1, 2019, there shall be deemed to be 1920 days in the sick bank.

Members of the bargaining unit who have been employed three (3) years or more and have exhausted their sick leave and personal leave, and have no sick bank days available to them, may be eligible to receive sick day contributions from other members of the unit, as approved by the joint committee aforementioned.

C. Death in the Family: Members of the bargaining unit shall be entitled to five (5) leave days per school year, with pay, for death in the family. "Family" shall be defined for this purpose to include spouse, children, mother, father, mother-in-law, father-in-law, sister, brother, sister-in-law,



brother-in-law, or a person with whom the member has had an unusually close relationship.

D. Personal Leave: For the first four (4) years of employment, members shall be entitled to two (2) paid leave days per year, to attend to personal matters that cannot be addressed outside of regular school days. Commencing with the fifth year of employment, members shall be entitled to three (3) paid personal days. One (1) unused personal day may be carried over for use in the following school year. Authorization for such leave must be obtained from the member's principal/supervisor at least one (1) calendar week before the requested date except in exceptional cases as determined by the principal/supervisor. In any given year, the number of personal days may not exceed four (4).

E. Jury Duty: Members of the bargaining unit serving jury duty shall be excused without salary deduction and without charge to allowable leave under any other section of this Agreement. Salary received for jury duty must be repaid to the school district.

F. Unpaid Leaves of Absence: Unit members who have at least five (5) years of service in the bargaining unit shall be permitted to take unpaid leaves of absence of up to twelve (12) weeks in a one-year period for the purposes permitted by the Family and Medical Leave Act, under the same conditions that would apply if the Family and Medical Leave Act applied to unit members.

The District shall have the discretion to give unpaid leaves of absence to employees with less than five (5) years of service.

## **ARTICLE 9**

### **Salary**

A. In each of the three (3) years of this Agreement, Steps 1-10 of the Teacher Aide salary schedule shall be increased as follows.

2023-24 (Year One) = Add \$1.00 to each step (Steps 1-10) of the salary schedule.

2024-25 (Year Two) = 1.75% over the prior year.

2025-26 Year Three) = 1.75% over the prior year.

### **Salary Schedule for Teacher Aides**

Step	2023/24	2024/25	2025/26
1	\$19.16	19.50	19.84
2	\$19.74	20.09	20.44
3	\$20.38	20.74	21.10
4	\$21.21	21.58	21.96
5	\$21.92	22.30	22.69
6	\$22.64	23.04	23.44
7	\$23.36	23.77	24.18
8	\$24.47	24.90	25.33
9	\$25.28	25.72	26.17
10	\$26.09	26.55	27.01
L	\$27.79	28.35	28.91
L1	\$28.04	28.65	29.26
L2	\$28.29	29.00	29.71

B. Bargaining Unit members will receive their paychecks biweekly. The first paycheck in September will be provided as soon as practicable.

C. Longevity: All bargaining unit employees shall receive longevity as follows:

1. An additional \$1.70 per hour after completion of ten (10) years of employment.
2. An additional \$1.95 per hour after completion of fifteen (15) years of employment.
3. An additional \$2.20 per hour after completion of twenty (20) years of employment.

Effective July 1, 2024, the 10, 15, and 20 year longevity shall be increased by an additional \$0.10, \$0.15, and \$0.25 respectively. Effectively July 1, 2025, the 10, 15, and 20 year longevity shall be increased by an additional \$0.10, \$0.15, and \$0.25, respectively.

D. Computer Aides shall receive an additional \$1.00 per hour.

E. Members of the bargaining unit whose employment begins prior to February 1 of any school year will be advanced one (1) step on the appropriate schedule as of September 1 of the following school year; members whose employment begins between February 1<sup>st</sup> and the close of the school year will be advanced one (1) step on the appropriate schedule as of September 1<sup>st</sup> following completion of a full year's service.

F. Superintendent's Conference Days are regular work days in which certain aides, as defined by their job description, will be expected to fulfill their customary responsibilities, while others will be expected to participate in relevant professional development workshops. These workshops will be identified by a committee consisting of one (1) building representative for the elementary level, one (1) for the middle school, and one (1) for the high school. If a member is unable to attend a scheduled workshop, the day will be treated as a workday, and the employee must use a sick day if they are sick.



and a personal day for other allowable reasons. The absence must be recorded in the District's attendance system no later than five (5) school days prior to the Conference Day. If a member's workshop attendance extends beyond his/her customary work day, that member will be paid for that time at the usual hourly rate.

G. In the event that school is closed due to adverse weather, members of the bargaining unit shall be paid their regular pay for such day or part thereof.

H. Aides assigned to identified "Special Needs Children" or "Children with Disabilities" who require special assistance regarding physical needs shall receive an additional \$1.00 an hour. This is intended for those aides who are assigned to assist students with toileting, and/or provide physical restraint. Should other duties requiring special assistance of this nature become necessary, the District and Association will jointly review such duties on a case-by-case basis to determine if they qualify for this additional pay.

Teacher Aides that are assigned to work in an 8:1:2 special class shall receive an additional \$6.00 per hour above their regular rate. Teacher Aides that are assigned to work in a 12:1:2 "Bridge Class" shall receive an additional \$3.00 per hour above their regular hourly rate.

## **ARTICLE 10**

### **Holidays**

Bargaining unit members shall be granted seven (7) paid holidays: Columbus Day, Thanksgiving, the Friday after Thanksgiving, Memorial Day, Christmas Day, New Year's Day, and Dr. Martin Luther King, Jr. Day. Pay for such days shall be based on the employee's average daily working hours. Bargaining Unit members shall receive Juneteenth as an additional paid holiday in those years in which Juneteenth is a school holiday for students and teachers.

## **ARTICLE 11**

### **Substitute Pay**

A. In the event that Teacher Aides are assigned to substitute for a Teacher for thirty (30) consecutive minutes or more in a given school day, they shall be paid at the Substitute Teacher Salary Schedule rate, pro-rated by the hour (using 7-hour day) if not assigned to do so for the full day. If a Teacher Aide is required to provide coverage during a student's lunch while substituting for a Teacher, they shall be paid at the Substitute Teacher Salary Schedule hourly rate for such time in addition to the Substitute Teacher pay. Teacher Aides who are assigned to substitute for a Teacher for a full day will be afforded a preparation period while the class attends their special, unless the District determines in its discretion that the needs of a child require the Teacher Aide to accompany a child to the special for safety reasons or other extenuating circumstances.

B. In the event that bargaining unit members are asked to substitute for secretaries, employees shall be compensated on the substitute secretary salary schedule or their regular salary, whichever is greater.

## **ARTICLE 12**

### **Mentoring**

The District, in its sole discretion, may appoint one (1) unit member per building to be Building Mentors. Building Mentors shall have at least five (5) years of service in the bargaining unit to be eligible to serve in that capacity. If a building has more than forty (40) unit members, or more than seven (7) unit members in their first year of service, then it shall have two (2) Building Mentors.



Building Mentors shall be paid a stipend of \$1,500.00 per school year, and shall help unit members in their building to fulfill their responsibilities and to better further the education of the District's students. Building mentors shall also help develop and help present training and professional development programs for new unit members. Such programs shall be presented immediately before or after the meetings for new hires provided for in Article 3(C) and shall be held during regular school hours; provided, that such programs may also be held on up to two (2) scheduled half-days per year for up to one (1) hour per day, in which case the teacher aide mentees shall be paid for the extra time. Building mentors shall be expected to work approximately one (1) additional hour per month on their mentoring duties. The District may change a building's Building Mentor at any time. If a change is made midyear, then the stipend shall be prorated.

## ARTICLE 13

### **Grievance Procedure**

A. Declaration of Policy: It is the declared purpose of these procedures to provide a means of orderly settlement of differences between the parties, promptly and fairly as they arise. Parties will make a sincere and determined effort to resolve all grievances in an informal way and at the earliest level possible.

B. Definitions:

1. "Grievance" shall mean a claim by an employee or group of employees that as to them there has been a violation, misinterpretation, misapplication or inequitable application of the provisions of this Agreement.

2. "Grievant" shall mean an employee or group of employees having the same grievance. The Association may bring a grievance if it affects a group of employees and appears to have system-wide implication.

3. "Days" when used in the Article shall mean days when school is in session.

C. Basic Principles:

1. At all stages of this procedure the employee shall have the right to be represented by a person or persons of his/her own choice. If such person is not a representative of the Association, the Association shall have the right to be present and to be heard at all stages.

2. All meetings shall be confidential.

3. Meetings shall be held after the workday, except by mutual agreement of the parties.

4. Forms of filing shall be developed by the parties. The Board shall have the responsibility of having copies of such forms duplicated and available.

5. The parties agree to facilitate the investigation of any grievance by making available material and relevant documents concerning the alleged grievance except as such documents may be confidential memoranda or working papers.

6. No reference to or records of a grievance shall be placed in the grievant's file.

7. No interference, coercion, restraint, discrimination or reprisal will be taken by the Board against the grievant, any representative of the Association, any other participant in the grievance procedure or any other person by reason of such grievance or participation therein.

D. Level I-Immediate Supervisor

1. Within twenty (20) days of the action complained of, an employee may present his/her grievance in writing to the Immediate Supervisor. The statement of grievance must set forth the specific act or acts complained of, the identity of the person responsible for the act or acts if known, a general statement of the nature of the grievance, the specific clause or clauses of this agreement alleges to have been violated, and the redress sought.

2. Within seven (7) days after receipt of the grievance the Immediate Supervisor shall hold a meeting with the grievant and his/her representative. The Immediate Supervisor shall render a decision in writing setting forth the reasons for the decision no later than five (5) days after such meeting.

E. Level II-Superintendent of Schools

1. If the grievance is not satisfactorily resolved at Level I, within ten (10) days after the decision of the Immediate Supervisor, the grievant may file an appeal in writing with the Superintendent of Schools.

2. Within ten (10) days after receipt of the appeal, the Superintendent or his designee shall hold a meeting at which the grievant and his/her representative shall be present.

3. Within ten (10) school days after the conclusion of the meeting, the Superintendent or his designee shall render a decision in writing, setting forth the reasons for the decision, to the grievant and the Association.

F. Level III-Arbitration

1. If the grievance is not satisfactorily resolved at Level II, within fifteen (15) days after the decision of the Superintendent or his designee, the grievant or the Association may submit the grievance to arbitration, with the selection of the arbitrator from the List with Appointment service and the proceedings to be governed by the Voluntary Labor Arbitration Rules of the American Arbitration Association.

2. The decision of the arbitrator shall be advisory only.

3. The advisory decision of the arbitrator will be sent to the Board of Education for their review, consideration, and final determination.

4. The arbitrator's charges shall be shared equally by the parties.

## **ARTICLE 14**

### **Nondiscrimination**

The Board and the Association agree to continue the policy of not discriminating against any member of the bargaining unit on the basis of race, creed, color, national origin, sex, marital status, or age.

## **ARTICLE 15**

### **Savings Clause**

If any provision of this Agreement shall be held contrary to law, then such provision shall not be applicable nor performed nor enforced except to the extent permitted by law but all such other provisions of this Agreement shall remain in full force and effect.

## **ARTICLE 16**

### **Board Rights**

Except as specifically and expressly modified by the terms of this Agreement, the Board retains the sole and exclusive right to manage, direct and supervise the affairs of the School District and the exercise of such right shall not be subject to the grievance procedure set forth in this Agreement.

## **ARTICLE 17**

### **Teaching Assistants:**



- A. All provisions of the existing CBA will apply to the newly created positions except those that apply only to Teacher Aides by their terms and/or as otherwise modified as set forth below.
- B. Full time Teaching Assistants shall be assigned to a 35-hour work week – 7 hours per day including a 30-minute duty free lunch period that may not be used to alter the start or end of the assigned work day.
- C. Preference in hiring – if all other factors are equal, existing bargaining unit members will be afforded preference in filling vacant Teaching Assistant positions.
- D. The work year will be the same as the Teachers calendar and shall also include mandatory attendance at Back to School Night, Staff Development Days and Faculty Meetings. Specific working hours will be established by the Building Administrator. In addition, new hires shall attend a two-day orientation without additional compensation.
- E. Salary – Teaching Assistants shall be compensated on a salary basis as follows:

	<u>2023-24</u>	<u>2024-25</u>	<u>2025-26</u>
Step 1	\$36,176.00	\$36,809.08	\$37,453.24
Step 2	\$39,692.00	\$40,386.61	\$41,093.38
Step 3	\$40,485.84	\$41,194.34	\$41,915.24
Step 4	\$41,295.56	\$42,018.23	\$42,753.55
Step 5	\$42,121.47	\$42,858.60	\$43,608.63
Step 6	\$42,963.90	\$43,715.77	\$44,480.80
Step 7	\$43,823.18	\$44,590.09	\$45,370.42
Step 8	\$44,699.64	\$45,481.88	\$46,277.82
Step 9	\$45,593.63	\$46,391.52	\$47,203.37
Step 10	\$46,505.50	\$47,319.35	\$48,147.44

Each step of the salary schedule set forth above shall be increased by 1.75% effective July 1, 2024 and 1.75% effective July 1, 2025.

- F. Longevity – Full time Teaching Assistants will be eligible for the following longevity payments, which shall not be cumulative and shall be pro-rated for less than full-time service:
  - After 10 years of continuous District employment -- \$2380
  - After 15 years of continuous District employment -- \$2760
  - After 20 years of continuous District employment -- \$3080
- G. Article 7 (Dismissal Conference) – will apply to Teaching Assistants only during their probationary period.
- H. Article 10 (Holidays) shall **not** apply to Teaching Assistants – they will work the Teacher calendar and be paid on a salary basis.

- I. Health Insurance Benefits – The District shall provide health insurance benefits under the Scarsdale Self-Insured Health Insurance Plan for full time Teaching Assistants and their dependents. Eligible Teaching Assistants shall contribute 9.50% of the applicable premium equivalent (individual or family as appropriate), through payroll deduction. The District’s self-insured plan will be modified during the term of the Agreement as per the consensus reached by the District-wide Health Insurance Advisory Subcommittee to maintain the existing cost share ratio. As part of those changes, unit members’ share of the premiums for health insurance shall increase by 0.50% to 0.75% effective July 1, 2024. In the 2025-26 school year, such premium contribution shall increase by no more than one (1.0%) percent above the prior year’s contribution rate.

The District shall provide, to the extent permitted by law, a qualified IRS Section 125 Plan permitting for health insurance payments of this nature to be contributed pre-tax.

Teaching Assistants who are eligible for health insurance coverage from another source (e.g., another job, spouse, domestic partner, etc.) where the employer pays 80% or more of the premium cost of health insurance, shall not be eligible for coverage under the Scarsdale Plan. Teaching Assistants shall notify the District if they become eligible for coverage from a source other than the District.

Subject to approval of the following eligibility requirements by the District-wide Health Insurance Advisory Subcommittee, those full time Teaching Assistants who retire into the New York State Teachers Retirement System upon retirement from the District’s employment and who have completed at least twenty (20) years of service, shall be eligible for health insurance into retirement subject to an annual contribution equal to the same percentage contribution that they contributed as an active employee at the time of retirement. Those unit members who were employed by the District as a Teacher Aide prior to being hired as a Teaching Assistant, shall be given one (1) year’s service credit for every two (2) years of service as a Teacher Aide for purposes of meeting the eligibility requirement for health insurance coverage into retirement.

- J. On at least an annual basis the District shall provide at no cost to members of the bargaining unit who voluntarily wish to participate, the School Violence Prevention Workshop, the Child Abuse Identification Workshop and the Harassment, Bullying and Discrimination Prevention Training which are required for Level 1 TA certification. There will be no additional compensation for the time spent by those Teacher Aides who voluntarily choose to participate in such training.

## **ARTICLE 18**

### **No Strike Provision**

The Association affirms that it does not and will not assert the right to strike against the Board and that it does not and will not assist or participate in any such strike, work stoppage or other concerted refusal to perform work, or impose any obligation to conduct, assist or participate in any such strike, work stoppage or other concerted refusal to perform work.

## **ARTICLE 19**

### **Legislative Action**



## ARTICLE 18

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The Association affirms that it does not and will not assert the right to strike against the Board and that it does not and will not assist or participate in any such strike, work stoppage or other concerted refusal to perform work, or impose any obligation to conduct, assist or participate in any such strike, work stoppage or other concerted refusal to perform work.

## ARTICLE 19

### Legislative Action

**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 20

### Duration and Scope of Agreement

A. This Agreement shall become effective July 1, 2023 and shall remain in full force and effect until June 30, 2026.

B. This Agreement constitutes the full and complete agreement between the parties and shall not be modified, deleted from, added to, superseded or altered without the written agreement of the parties after appropriate good faith negotiations.

IN WITNESS WHEREOF, the parties have duly executed this Agreement the 19 day of October, 2023.

BOARD OF EDUCATION,  
SCARSDALE UNION FREE  
SCHOOL DISTRICT

ASSOCIATION OF TEACHER  
AIDES AND ASSISTANTS

BY: Ronald K Schulhof  
Ronald Schulhof  
President, Board of Education

BY: Joy Rotker  
Joy Rotker  
President, ASTAA

Dr. Andrew Patrick  
Dr. Andrew Patrick  
Superintendent of Schools