FOURTH AMENDMENT to the Agreement dated March 11, 2008, by and between the **BOARD OF EDUCATION OF THE GREAT NECK UNION FREE SCHOOL DISTRICT**, with offices for the transaction of business located at 345 Lakeville Road, Great Neck, New York 11020 (hereinafter referred to as the "Board") and **JENNIFER KIRBY** (hereinafter referred to as the "Director of Human Resources").

WITNESSETH

WHEREAS, the parties entered into an Agreement dated the 11th day of March, 2008 (hereinafter the "Agreement") establishing the benefits and other remunerations paid to the Director of Human Resources by the Board for her services as Director of Human Resources; and

WHEREAS, the parties entered into a First Amendment to the Agreement dated January 27, 2014; and

WHEREAS, the parties entered into a Second Amendment to the Agreement dated July 5, 2017; and

WHEREAS, the parties entered into a Third Amendment to the Agreement dated December 16, 2019; and

WHEREAS, the parties are desirous of further amending said Agreement based on the terms and conditions set forth herein.

NOW, THEREFORE, based upon the mutual covenants and understanding of the parties, it is hereby agreed:

1. **Work Year**

Effective July 1, 2024, Section "2" concerning work year shall be renamed "Work Year and Vacation" and shall be replaced as follows:

A. The Director of Human Resources' work year shall be twelve months (July 1st through June 30th). The Director of Human Resources shall not generally be required to work during the Christmas recess, winter recess or Easter/Passover recess, or during any of the school holidays indicated by the official District calendar, absent unusual or extenuating circumstances.

B. The Director of Human Resources shall be credited with twenty-five (25) days of vacation on each July 1st of this Agreement. These days are to be taken at the discretion of the Director of Human Resources upon prior reasonable notice to the Superintendent of Schools.

C. Accrued, unused vacation days may be banked up to a maximum of forty-five (45) days. Unused banked vacation days above forty-five (45) days shall be forfeited on June 30th of each year (*e.g.*, for purposes of clarity, on July 1st of a given year, the

Director of Human Resources has 45 banked days and is awarded 25 days for a total of 70 days. On June 30th, the Director of Human Resources has 55 days remaining in her bank, so she forfeits 10 days).

D. On or before June 30th of each year, the first ten (10) unused vacation days from that school year will be cashed out at the Director of Human Resources' daily rate of pay (1/220th of her annual salary). The remainder of the unused vacation days will be rolled into the Director of Human Resources' vacation bank to the extent permissible under paragraph "C" above (*e.g.*, for purposes of clarity, on June 30th of a given year, the Director of Human Resources has 18 unused vacation days and is required to cash-in 10 days. The remaining 8 days will be rolled into the vacation bank subject to paragraph "C" above).

E. Upon separation from the District, the value of the unused vacation days in the Director of Human Resources' vacation bank (at the Director of Human Resources' daily rate at time of separation (1/220th of her annual salary)), not to exceed forty-five (45) unused vacation days, shall be contributed by the District as a non-elective employer contribution to the Director of Human Resources' Section 403(b) plan account to the extent permissible under applicable Internal Revenue Code rules and regulations, and applicable rules governing the District's Section 403(b) plan.

2. <u>Wages</u>

Effective July 1, 2024, Section "3" concerning salary shall be renamed to "Wages" and replaced as follows:

A. The Director of Human Resources' base salary for the period of July 1, 2024 through June 30, 2025 shall be $243,316.00.

B. The Director of Human Resources shall be paid in equal installments in accordance with the Board's rules governing payment of other District professional staff members.

C. Any increase in the Director of Human Resources' salary or benefits shall be in the form of an amendment to this Agreement; and it shall not be considered that the Board and the Director of Human Resources have entered into a new agreement, unless expressly stated in writing signed by both parties hereto.

D. It is understood that the salary and benefits outlined in this Agreement shall continue without modification unless modified by mutual agreement.

E. The Director of Human Resources' salary shall not be diminished from that paid the previous year.

F. Effective July 1, 2024, the Director of Human Resources shall receive an annual, non-cumulative longevity payment of $6,000 to be paid in equal installments through the District's regular payroll.

G. Effective July 1, 2024, upon receipt of a satisfactory annual evaluation at the end of each school year, the District shall contribute $5,000 for the school year covered by the annual evaluation to the Director of Human Resources' tax-sheltered annuity. Said contribution shall be made by the District on or about June 30th.

3. Payment for Unused Sick Leave

Effective July 1, 2024, the second sentence of the first paragraph of Section "4" concerning payment for unused sick leave shall be replaced as follows:

"Upon separation from the District, unused earned accumulated sick days shall be paid at the rate of one day's pay (1/220th of annual salary at separation) for every two (2) days accrued, up to a maximum of 165 paid days. Such payment for such unused sick days as is authorized under this section shall be made as a non-elective employer contribution to a 403(b) program to the extent permissible under applicable Internal Revenue Code rules and regulations, and applicable rules governing the section 403(b) plan."

4. Life Insurance

Effective July 1, 2024, the second sentence of Section "6" concerning group term life insurance shall be replaced as follows:

"In addition, the Director of Human Resources shall be provided with a Group Term Life Insurance in the face amount of $200,000.00 while employed by the District. Such coverage shall continue subsequent to the Director of Human Resources' retirement from the District until she attains age 65, and the premium for such coverage shall be paid by the District."

5. Retirement

Effective July 1, 2024, the second sentence of Section "11" of the Agreement shall be amended for clarity as follows:

"For individual coverage, the health insurance benefit shall consist of payment by the District of fifty percent (50%) of the cost of the health insurance premium. For family coverage, District's payment shall be fifty percent (50%) of the individual plan premium plus thirty-five percent (35%) of the difference between the family plan and the individual plan. For either plan, the Director of Human Resources shall contribute the remaining balance of the premium."

6. Removal of Certain Provisions

Effective July 1, 2024, Section "9" of the Agreement concerning expense reimbursement shall be removed from the Agreement.

Effective July 1, 2024, paragraph "2" of the Second Amendment concerning payment of unused sick and vacation days into a 403(b) account upon separation shall be removed as it has been incorporated into the appropriate and respective sections herein.

Dated: July 9, 2024
Great Neck, New York

GREAT NECK UNION FREE SCHOOL DISTRICT

President, Board of Education

DIRECTOR OF HUMAN RESOURCES

Jennifer Kirby

GREAT NECK PUBLIC SCHOOLS
345 Lakeville Road
Great Neck, New York 11020

THIRD AMENDMENT TO MEMORANDUM OF AGREEMENT
RE: EMPLOYMENT BENEFITS

DIRECTOR OF HUMAN RESOURCES

WHEREAS, the Board of Education of the Great Neck Public Schools ("BOARD") approved a Memorandum of Agreement ("AGREEMENT") dated March 11, 2008 between the Board and Jennifer F. Kirby as Human Resources Administrator regarding her terms and conditions of employment; and

WHEREAS, effective July 1, 2012, the Board appointed Jennifer F. Kirby to the position Director of Human Resources ("DIRECTOR"); and

WHEREAS, pursuant to a resolution duly adopted by the BOARD at its meeting held January 27, 2014, the BOARD authorized a First Amendment to the AGREEMENT; and

WHEREAS, pursuant to a resolution duly adopted by the BOARD at its meeting held July 5, 2017, the BOARD authorized a Second Amendment to the AGREEMENT; and

WHEREAS, it is desired now to approve a Third Amendment to the AGREEMENT to set forth the following changes;

NOW, THEREFORE, in consideration of the mutual covenants contained herein, it is agreed by and between the parties as follows:

1. The AGREEMENT and the First and Second Amendments thereto recited above are hereby ratified and affirmed.

2. Section 2 ("WORK YEAR") of the AGREEMENT shall be amended by adding a second paragraph to read in its entirety as follows:

   "Additionally, DIRECTOR shall, upon written notice, be permitted to cash in unused vacation days in accordance with the following schedule:

Number of days	Notice Submission Date	Payment Date
Up to 5 days	On or before 06/15/20	On or before 07/15/20
Up to 6 days	On or before 06/15/21	On or before 07/15/21
Up to 7 days	On or before 06/15/22	On or before 07/15/22
Up to 8 days	On or before 06/15/23	On or before 07/15/23
Up to 9 days	On or before 06/15/24	On or before 07/15/24"

3. Section 3 ("SALARY") of the AGREEMENT shall be amended by adding a third paragraph to read in its entirety as follows:

   "Effective December 17, 2019, DIRECTOR shall receive a longevity payment of $3,000. This non-cumulative longevity payment of $3,000 shall be paid annually on each July 1, thereafter."

4. Section 5 ("HEALTH INSURANCE") of the AGREEMENT shall be amended by adding a second paragraph to read in its entirety as follows:

   "Should DIRECTOR opt out of health insurance or reduce coverage from family to individual, she will be reimbursed 50% of the expense the District would have had to pay to provide coverage for such employee and dependents, as the case may be."

I agree to the terms and conditions of this Memorandum of Agreement:

Jennifer F. Kirby
Director of Human Resources

Dated: December 16, 2019

Barbara Berkowitz
President, Great Neck Board of Education

Dated: December 16, 2019

This Amendment was approved by action of the Great Neck Public School Board of Education at its meeting of December 16, 2019.

Jacqueline Lizza, District Clerk

GREAT NECK PUBLIC SCHOOLS
345 Lakeville Road
Great Neck, New York 11020

SECOND AMENDMENT TO MEMORANDUM OF AGREEMENT
RE: EMPLOYMENT BENEFITS

DIRECTOR OF HUMAN RESOURCES

WHEREAS, the Board of Education of the Great Neck Public Schools ("Board") approved a Memorandum of Agreement ("Agreement") dated March 11, 2008 between the Board and Jennifer F. Kirby as Human Resources Administrator regarding her terms and conditions of employment; and

WHEREAS, effective July 1, 2012, the Board appointed Jennifer F. Kirby to the position Director of Human Resources ("Director"); and

WHEREAS, pursuant to a resolution duly adopted by the Board at its meeting held January 27, 2014, the Board authorized a First Amendment to the Agreement; and

WHEREAS, it is desired now to approve a Second Amendment to the Agreement to set forth the following changes which shall be effective July 1, 2017;

NOW, THEREFORE, in consideration of the mutual covenants contained herein, it is agreed by and between the parties as follows:

1. The Agreement and the First Amendment thereto recited above are hereby ratified and affirmed.

2. Section 4 ("SICK, PERSONAL, WORKERS COMPENSATION, AND JURY DUTY LEAVE TIME") shall be amended such that upon separation from District service, payment for such unused sick and vacation days as is authorized under this section shall be made as a non-elective employer contribution to a 403(b) program to the extent permissible under applicable Internal Revenue Code rules and regulations, and applicable rules governing the section 403(b) plan.

3. Section 4 shall be further amended such that effective July 1, 2017, the Director shall be entitled to three personal leave days annually.

I agree to the terms and conditions of this Memorandum of Agreement:

Jennifer F. Kirby
Director of Human Resources

Dated: July 12, 2017

Barbara Berkowitz
President, Great Neck Board of Education

Dated: July 5, 2017

This Amendment was approved by action of the Great Neck Public School Board of Education at its meeting of July 5, 2017.

District Clerk

Kirby 2nd Amdmt.R.docx

Great Neck Public Schools

Salary Schedule Chart

J. Kilby + Director of HR

2017-18 Salary Schedule
SAGE Administrators

Salary Grade

Salary Step	High School Pri	Middle School F	Dir of Athletic	Elementary Prin	Dir of Adult Ed	Dir of Tech, Di	Dir of Special	Dir of Adult Ba	Dir of Business
01	$203,581.00	$194,790.00	$194,635.00	$189,371.00	$187,616.00	$185,356.00	$185,356.00	$185,356.00	$173,584.00
02	$205,621.00	$196,740.00	$196,345.00	$191,081.00	$189,356.00	$187,066.00	$187,066.00	$187,066.00	$175,234.00
03	$207,661.00	$198,690.00	$198,055.00	$192,791.00	$191,096.00	$188,776.00	$188,776.00	$188,776.00	$176,884.00
04	$209,701.00	$200,640.00	$199,765.00	$194,501.00	$192,836.00	$190,486.00	$190,486.00	$190,486.00	$178,534.00
05	$211,741.00	$202,590.00	$201,475.00	$196,211.00	$194,576.00	$192,196.00	$192,196.00	$192,196.00	$180,184.00
06	$213,781.00	$204,540.00	$203,185.00	$197,921.00	$196,316.00	$193,906.00	$193,906.00	$193,906.00	$181,834.00
07	$215,821.00	$206,490.00	$204,895.00	$199,631.00	$198,056.00	$195,616.00	$195,616.00	$195,616.00	$183,484.00
08	$217,861.00	$208,440.00	$206,605.00	$201,341.00	$199,796.00	$197,326.00	$197,326.00	$197,326.00	$185,134.00
09	$219,901.00	$210,390.00	$208,315.00	$203,051.00	$201,536.00	$199,036.00	$199,036.00	$199,036.00	$186,784.00
10	$221,941.00	$212,340.00	$210,025.00	$204,761.00	$203,276.00	$200,746.00	$200,746.00	$200,746.00	$188,434.00
11	$223,981.00	$214,290.00	$211,735.00	$206,471.00	$205,016.00	$202,456.00	$202,456.00	$202,456.00	$190,084.00
12	N/A	N/A	$213,445.00	$208,181.00	$206,756.00	$204,166.00	$204,166.00	$204,166.00	$191,734.00

Salary Grade

Salary Step	Asst Principal	Asst Principal	Dir of Faciliti	Coord of Info S	Dir of Village	Supv of Special	Coord of Tech.	School Lunch M	Registrar
01	$173,584.00	$167,235.00	$153,163.00	$153,285.00	$141,178.00	$141,178.00	$127,386.00	$104,048.00	$104,048.00
02	$175,234.00	$168,785.00	$154,713.00	$154,595.00	$142,488.00	$142,488.00	$128,936.00	$105,358.00	$105,358.00
03	$176,884.00	$170,335.00	$156,263.00	$155,905.00	$143,798.00	$143,798.00	$130,486.00	$106,668.00	$106,668.00
04	$178,534.00	$171,885.00	$157,813.00	$157,215.00	$145,108.00	$145,108.00	$132,036.00	$107,978.00	$107,978.00
05	$180,184.00	$173,435.00	$159,363.00	$158,525.00	$146,418.00	$146,418.00	$133,586.00	$109,288.00	$109,288.00
06	$181,834.00	$174,985.00	$160,913.00	$159,835.00	$147,728.00	$147,728.00	$135,136.00	$110,598.00	$110,598.00
07	$183,484.00	$176,535.00	$162,463.00	$161,145.00	$149,038.00	$149,038.00	$136,686.00	$111,908.00	$111,908.00
08	$185,134.00	$178,085.00	$164,013.00	$162,455.00	$150,348.00	$150,348.00	$138,236.00	$113,218.00	$113,218.00
09	$186,784.00	$179,635.00	$165,563.00	$163,765.00	$151,658.00	$151,658.00	$139,786.00	$114,528.00	$114,528.00
10	$188,434.00	$181,185.00	$167,113.00	$165,075.00	$152,968.00	$152,968.00	$141,336.00	$115,838.00	$115,838.00
11	$190,084.00	$182,735.00	$168,663.00	$166,385.00	$154,278.00	$154,278.00	$142,886.00	$117,148.00	$117,148.00
12	$191,734.00	$184,285.00	$170,213.00	$167,695.00	$155,588.00	$155,588.00	$144,436.00	$118,458.00	$118,458.00
13	N/A	N/A	N/A	$169,005.00	$156,898.00	$156,898.00	N/A	$119,768.00	$119,768.00

COPY

GREAT NECK PUBLIC SCHOOLS
345 Lakeville Road
Great Neck, New York 11020

FIRST AMENDMENT TO MEMORANDUM OF AGREEMENT
RE: EMPLOYMENT BENEFITS

RECEIVED
HUMAN RESOURCES
2014 FEB 12 P 1:25

DIRECTOR OF HUMAN RESOURCES

It is desired to approve a first amendment to the original Memorandum of Agreement re: Employment Benefits for the HUMAN RESOURCES ADMINSTRATOR (dated March 11, 2008) and to set forth changes as follows:

1. EMPLOYMENT
The HUMAN RESOURCES ADMINSTRATOR was duly appointed to the position of the DIRECTOR OF HUMAN RESOURCES of the GREAT NECK UNION FREE SCHOOL DISTRICT effective the 1st day of July, 2012, a position whose duties and responsibilities comported with the Civil Service title of Business Manager held by Jennifer Kirby, and is a position considered MANAGERIAL under the Taylor Law of the State of New York.

2. WORK YEAR
Effective as of July 1, 2013, unused vacation days may be banked up to a maximum of 45 days, with payment for such banked days available upon separation from the DISTRICT at the DIRECTOR OF HUMAN RESOURCES' then daily rate at time of separation (1/220 of annual salary).

3. SALARY
For the 2013-14 school year, the DIRECTOR OF HUMAN RESOURCES' annual salary shall be $175,290 corresponding to Step 2 of the Administrative and Supervisory Salary Schedule compensation chart for a Director title on Step 2. For subsequent school years, the DIRECTOR OF HUMAN RESOURCES' annual salary shall correspond to the aforementioned Director title, with step increases to be awarded upon the Superintendent of Schools' determination at that time of satisfactory performance and approval by the Board of Education.

Effective as of July 1, 2013, upon receipt of a satisfactory annual evaluation at the end of each school year, the DISTRICT shall contribute 1.5% of the DIRECTOR OF HUMAN RESOURCES' annual salary for the school year covered by the annual evaluation to the DIRECTOR OF HUMAN RESOURCES' tax sheltered annuity.

9. EXPENSE REIMBURSEMENT
Effective as of July 1, 2013, the DISTRICT shall reimburse the DIRECTOR OF HUMAN RESOURCES for all authorized expenses incurred within the scope of employment; this includes up to $500 each school year for reimbursement of documented meal expenses (excluding alcoholic beverages). Supporting vouchers shall be submitted for all expenditures. All such reimbursements shall be made in accord with school district policy, law, and other applicable regulations. All documented receipts must be submitted to the Chief School Business Official no later than June 30 of each school year in order to qualify for reimbursement.

I agree to the terms and conditions of this Memorandum of Agreement:

Jennifer F. Kirby
Director of Human Resources

Dated: January 27, 2014

Barbara Berkowitz
President, Great Neck Board of Education

Dated: January 27, 2014

This Amendment was approved by action of the Great Neck Public School Board of Education at its meeting of January 27, 2014.

Diana O'Connell, District Clerk

MEMORANDUM OF AGREEMENT
RE: EMPLOYMENT BENEFITS

HUMAN RESOURCES ADMINISTRATOR

AGREEMENT, made this 11th day of March, 2008, by and between the Great Neck Union Free School District, with offices for the transaction of business located at 345 Lakeville Road, Great Neck, New York 11020 (DISTRICT) and Jennifer Kirby, [redacted] (HUMAN RESOURCES ADMINISTRATOR).

WHEREAS, the HUMAN RESOURCES ADMINISTRATOR was duly appointed to the position of HUMAN RESOURCES ADMINISTRATOR effective the 1st day of July, 2005, a position whose duties and responsibilities comported with the Civil Service title of Assistant Business Manager then held by Jennifer Kirby, and

WHEREAS Jennifer Kirby was subsequently appointed, effective September 15, 2006, to the Civil Service title of Business Manager, whose duties and responsibilities comported with the responsibilities of the HUMAN RESOURCES ADMINISTRATOR, and

WHEREAS, the position of HUMAN RESOURCES ADMINISTRATORbecame a Managerial position in accord with the Taylor Law, effective July 1, 2007, in accord with the bilateral District – SAGES Negotiating Unit Agreement effective that same date, and

WHEREAS, it is agreed between the parties that this Memorandum ofAgreement does not constitute an employment contract, as employment of the HUMAN RESOURCES ADMINISTRATOR is governed solely by applicable laws of the State of New York, Regulations governing Civil Service appointees, and such other statutes and regulationsas may exist that govern the employment of public school employees in the State of New York, and

WHEREAS, the DISTRICT and HUMAN RESOURCES ADMINISTRATOR have determined to codify salary, fringe benefits, and terms and conditions of employment in this memorandum,

NOW, THEREFORE, in consideration of the mutual promises covenants, and agreements contained herein, the parties hereby agree as follows:

1. **EMPLOYMENT**

The HUMAN RESOURCES ADMINISTRATOR agrees to serve, until resignation, retirement, change of position, or removal from office pursuant to law, as the District's HUMAN RESOURCES ADMINISTRATOR. The HUMAN RESOURCES ADMINISTRATOR represents that the HUMAN RESOURCES ADMINISTRATOR possesses all applicable and required Civil Service qualifications and agrees to maintain such qualifications during the term of her employment by the district.

2. **WORK YEAR**

The work year of the HUMAN RESOURCES ADMINISTRATOR shall be all days worked by district central administrative staff between September 1 and June 30 of each year, plus 20 workdays in the calendar months of July and August, to be scheduled with the approval of the Superintendent of Schools. The balance of July and August days are considered vacation days, and shall be used as such, unless the superintendent of schools requires the presence of the HUMAN RESOURCES ADMINISTRATOR during any such days. Notwithstanding the above, the HUMAN RESOURCES ADMINISTRATOR may retain up to five vacation days to be utilized during the coming school year, with the approval of the superintendent of schools. Unused vacation days may be banked up to a maximum of 35 days, with payment for such banked days available upon separation from the district at the HUMAN RESOURCES ADMINISTRATOR'S then daily rate at time of separation (1/220 of annual salary).

3. **SALARY**

For the 2007-08 school year, the HUMAN RESOURCES ADMINISTRATOR'S annual salary shall be $140,940, corresponding to Step 1 of the Administrative and Supervisory Salary Schedule compensation chart for a Secondary Assistant Principal on Step 1. For the 2008-09 and 2009-10 school years, the HUMAN RESOURCES ADMINISTRATOR'S annual salary shall correspond to the aforementioned Secondary Assistant Principal title, with step increases to be awarded upon the Superintendent of Schools' determination at that time of satisfactory performance and approval by the Board of Education.

Upon receipt of a satisfactory annual evaluation at the end of each school year, the District shall contribute 1% of the HUMAN RESOURCES ADMINISTRATOR'S annual salary for the school year covered by the annual evaluation to the HUMAN RESOURCES ADMINISTRATOR'S tax sheltered annuity.

4. **SICK, PERSONAL, WORKERS COMPENSATION, AND JURY DUTY LEAVE TIME**

The HUMAN RESOURCES ADMINISTRATOR shall be credited with 15 sick days each school year, as of the beginning of the year on July 1. Upon separation from the district, unused earned accumulated days shall be paid at the rate of one day's pay (1/220 of annual salary at separation) for every three days accrued, up to a maximum of 131 paid days.

If the HUMAN RESOURCES ADMINISTRATOR is required to serve jury duty, full salary shall be paid without deduction from accumulated leave during the period of such service. The HUMAN RESOURCES ADMINISTRATOR willremit to the district the total per diem jury fees paid for jury service, if any.

Personal leave time is provided at the rate of 2 days per year, with unused personal days accruing as sick days. Use of personal time is subject to prior approval by theSuperintendent of Schools.

If the HUMAN RESOURCES ADMINISTRATOR incurs an on the job injury, she will receive her regular salary and fringe benefits for a maximum of 12 months from the date of injury without loss of accumulated sick leave.

5. **HEALTH INSURANCE**

The group State Health program provided by the district to its administrators, or its equivalent, will be made available to the HUMAN RESOURCES ADMINISTRATOR on an individual or family basis (including domestic partners), subject to regulations and conditions established by the insurance carrier. The district will pay 85% of either the individual or family coverage, whichever plan is elected. Excess major medical insurance shall be provided in accord with the provision of same to other district-wide managerial administrators.

6. **LIFE INSURANCE**

While employed by the district, the district shall pay a premium amount of $887 per year towards a Term or Universal Life Insurance Policy to be purchased by the HUMAN RESOURCES ADMINISTRATOR. In addition, the HUMAN RESOURCES ADMINISTRATOR shall be provided with a Group Term Life Insurance in the face amount of $50,000 while employed by the district.

7. **DENTAL INSURANCE**

The HUMAN RESOURCES ADMINISTRATOR shall be provided with a comprehensive dental expense benefit plan, in accord with the provision of same to other districtwide managerial administrators.

8. **OPTICAL INSURANCE**

The HUMAN RESOURCES ADMINISTRATOR shall be provided with an optical expense benefit plan, in accord with the provision of same to other districtwide managerial administrators.

9. **EXPENSE REIMBURSEMENT**

The district shall reimburse the HUMAN RESOURCES ADMINISTRATOR for all authorized expenses incurred within the scope of employment; supporting vouchers shall be submitted for all expenditures. All such reimbursements shall be made in accord with school district policy, law, and other applicable regulations. The HUMAN RESOURCES ADMINISTRATOR shall be encouraged to attend such professional conferences, workshops and meetings at the local, state and national levels as will further her professional development, subject to prior budgetary and attendance approval by the superintendent. The District shall pay the HUMAN RESOURCES ADMINISTRATOR'S membership dues in such professional organizations that are customarily part of the professional organizations to which an administrator with the duties and responsibilities of the HUMAN RESOURCES ADMINISTRATOR belongs, subject to prior budgetary approval by the superintendent.

10. **TAX SHELTERED ANNUITY PROGRAM**

The HUMAN RESOURCES ADMINISTRATOR shall be eligible to participate in a tax sheltered annuity program in accord with the provision of same to other districtwide managerial administrators.

11. **RETIREMENT**

Upon completing a minimum of ten (10) years of employment in the District, the HUMAN RESOURCES ADMINISTRATOR shall be eligible for the continuation of health insurance coverage provided by the district into retirement. The health insurance benefit shall consist of payment by the DISTRICT of 50% of the cost of the health insurance premium for individual coverage and 35% of the cost of the premium for dependent coverage, including domestic partners.

12. **APPLICABLE LAW**

This Agreement is subject to all applicable laws of the State of New York, rules and regulations of the State Board of Regents, the Commissioner of Education, and all applicable Civil Service regulations at the state and local level, as well as rules, regulations,and policies of the DISTRICT. If any provisions of this Agreement or any application of the Agreement to the HUMAN RESOURCES ADMINISTRATOR shall be found contrary to law, then such provision or application shall not be deemed valid except to the extent permitted by law, but all other provisions or applications shall continue in full force and effect.

Any substitute provision or section of this Memorandum of Agreement shall be the subject of negotiations between the HUMAN RESOURCES ADMINISTRATOR and the DISTRICT, and shall be in writing.

13. **HEIRS**

Any payment due to the HUMAN RESOURCES ADMINISTRATOR based under the provisions of Paragraphs 2 or 4 shall be paid to the HUMAN RESOURCES ADMINISTRATOR'S designated NYSTRS death benefit beneficiary in the event of the death of the HUMAN RESOURCES ADMINISTRATOR.

I agree to the terms and conditions of this Memorandum of Agreement:

Jennifer F. Kirby
HUMAN RESOURCES ADMINISTRATOR

DATED: 3/11/08

Ronald L. Friedman
Superintendent of Schools

DATED: 4/3/08