

NORTH BABYLON UNION FREE SCHOOL DISTRICT

North Babylon, New York

AGREEMENT

between the

NORTH BABYLON BOARD OF EDUCATION

and the

OFFICE PERSONNEL CHAPTER

of the

North Babylon Teachers' Organization

July 1, 2019 - June 30, 2025

TABLE OF CONTENTS

PAGE

PREAMBLE

ARTICLE I RECOGNITION AND DUES DEDUCTION

Section 1	Recognition	1
Section 2	Deduction from Wages	1
Section 3	Agency Fee	1
Section 4	Vote/Cope	2
Section 5	Payroll Deduction	2

ARTICLE II COMPENSATION

Section 1	Salary	2
Section 2	Longevity	3
Section 3	Longevity Pay	3
Section 4	Overtime Pay	3
Section 5	Equivalent Pay	3
Section 6	Mileage	3
Section 7	Evening and Saturday Work	3
Section 8	Identification Badges	4
Section 9	Direct Deposit	4
Section 10	New York State Deferred Compensation Plan 457(b)	4

ARTICLE III INSURANCE

Section 1	Health and Dental Insurance	4
Section 2	Group Rate Premium	5
Section 3	Life Insurance	6
Section 4	Workers' Compensation	6

ARTICLE IV VACATION POLICY

Section 1	Vacation Policy	6
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ARTICLE V CALENDAR

Section 1	Holidays	7
Section 2	Emergency Days	7
Section 3	Summer Hours	8
Section 4	Coffee Break	8
Section 5	Early Dismissal	8
Section 6	Sign-In/Sign-Out	8

ARTICLE VI SICK LEAVE

Section 1	Sick Days	9
Section 2	Family Illness	9
Section 3	Unused Sick Days Accumulation Payment, Death Benefit	9
Section 4	Retirement	10
Section 5	403(b) Plan	10
Section 6	Attendance Bonus	10

ARTICLE VII LEAVES OF ABSENCE		
Section 1	Childrearing	10
Section 2	Leave for Illness	11
Section 3	Exceptional Leaves of Absence	11
ARTICLE VIII OTHER LEAVES OF ABSENCE		
Section 1	Personal Business Days	11
Section 2	Bereavement	11
Section 3	Jury Duty and Court Appearances	12
ARTICLE IX APPOINTMENTS, TRANSFERS & PROMOTIONS		
Section 1	Civil Service Commission Regulations, et al	12
Section 2	Voluntary Transfers	12
ARTICLE X PERSONNEL FILES		13
ARTICLE XI ANNUAL EVALUATION		13
ARTICLE XII ORGANIZATIONAL CONCERNS		
Section 1	Bulletin Boards	13
Section 2	Facilities	13
Section 3	Mailboxes	14
Section 4	Use of Buildings	14
Section 5	Business Meetings and Conferences	14
ARTICLE XIII GRIEVANCE		
Section 1	Definition of Grievance	14
Section 2	Procedures	14
Section 3	Limitation of Time	16
ARTICLE XIV COMPLIANCE WITH THE TAYLOR ACT		
Section 1	Taylor Act	16
Section 2	Strikes-Work Stoppages	16
ARTICLE XV DURATION AND TERM OF AGREEMENT		
Section 1	Duration and Term	17
Section 2	Signatures	17
ARTICLE XVI MONITORS		
Section 1	Applicable Articles	18
Section 2	Additional Benefits	18
ADDENDUM I	Salary Schedules	19
ADDENDUM II	Sign-In/Sign-Out Form	28
ADDENDUM III	Vacation and Personal Business Request Form	29

ADDENDUM IV	Evaluation Form	30
ADDENDUM V	Death Benefit Beneficiary Form	31
ADDENDUM VI	Naming the Beneficiary	32
ADDENDUM VII	Verification of Entitlement to Spouse's and Survivor's Health and Dental Coverage	33
ADDENDUM VIII	Declination of Health and/or Dental Benefits	34
ADDENDUM IX	Title IX and Chapter 504 Compliance Statements	35
ADDENDUM X	Vote/Cope Form	36
ADDENDUM XI	403(b) Plan Hold Harmless Agreement	37 39

PREAMBLE

The Board of Education of North Babylon Union Free School District and the Office Personnel Chapter of the North Babylon Teachers' Organization recognize a common responsibility for the improvement of the quality of educational services provided to the students and community.

Both parties recognize that they can best attain their common objectives and discharge common responsibilities through mutual consultation and making mutually acceptable decisions in matters of common concern.

THEREFORE, this AGREEMENT is made and entered into on July 1, 2019, by and between the Office Personnel Chapter of the North Babylon Teachers' Organization (hereinafter referred to as the "Office Personnel Chapter") and the Board of Education of North Babylon Union Free School District, Town of Babylon, Suffolk County (hereinafter referred to as the "Board"). The Office Personnel Chapter is a unit of the North Babylon Teachers' Organization, New York State United Teachers, American Federation of Teachers.

WITNESSETH

ARTICLE I

RECOGNITION & DUES DEDUCTION

SECTION 1. RECOGNITION

Such recognition shall be for the term of this Agreement.

The Board recognizes the Office Personnel Chapter as the sole and exclusive representative of the following employees of the Board:

Full-time Office Assistants; Switchboard Operators; Senior Office Assistants; Account Clerks; Account Clerk Typist; Secretarial Assistant; Senior Account Clerks; Principal Account Clerk; Chief Office Assistant; Administrative Assistant; Monitors.

SECTION 2. DEDUCTION FROM WAGES

The Board shall deduct from the wages of the employees and remit to the NBTO, regular membership dues for those employees who sign authorization permitting such payroll deductions. Any employee may revoke her dues deduction authorization by submitting a revocation, in writing, to the District Business Office during the month of June of each school year.

SECTION 3. AGENCY FEE

The Board shall deduct an Agency Fee from the salaries of its employees who are not members of the NBTO upon presentation by the Organization of a list of such non-members at a time and according to a procedure to be agreed upon by the Organization and the Board of Education. The Board agrees to this Agency Fee deduction provision as authorized by law, provided the following conditions are included:

- A. That the Board shall act only as a collection and disbursing agency as permitted under the Taylor Act, Education Law and other relevant statutes and case law.
- B. That the Board assumes no responsibility with respect to the ultimate use of said fees other than collecting and disbursing same to North Babylon Teachers' Organization as provided by law and this Agreement.
- C. The North Babylon Teachers' Organization shall adopt a rebate procedure for the Office Personnel Chapter which shall be filed in the office of the Superintendent and with the attorney for the Board of Education. The Board leaves to prevailing authority the adequacy of this procedure.
- D. That as long as the Board complies with the Law and this Agreement, the North Babylon Teachers' Organization agrees to indemnify the Board with respect to all demands, claims, awards, or judgments assessed against the Board and/or its agents by reason of any claim made with respect to fees or funds collected under this provision, excepting legal fees and/or court costs and disbursements incurred by the Board in defense of said claims and/or actions and/or proceedings.

E. That any grievance with respect to this agency fee deduction provision shall be excluded from the contractual grievance procedure. A grievant shall look only to the North Babylon Teachers' Organization for relief.

SECTION 4. VOTE/COPE

The District shall provide for procedures for payroll deduction for those who choose to contribute (See Addendum X). All Agency Fee protections as indicated in "D" above also shall apply to the provisions of VOTE/COPE deductions.

SECTION 5. PAYROLL DEDUCTIONS

Upon request and having completed the appropriate form, Office Personnel may have payroll deductions made for the following purposes:

Credit Union
United States Savings Bonds
Tax-Sheltered Annuities

Vote/Cope
NYSUT Members Benefits
United Way

ARTICLE II

COMPENSATION

SECTION 1. SALARY

The negotiated salary schedules for the six (6) years of this contract are made a part of this Agreement (Addendum I)

A) Salary:

2019-2020	1% plus increment
2020-2021	1% plus increment
2021-2022	1.25% plus increment
2022-2023	1.25% plus increment
2023-2024	1.25% plus increment
2024-2025	1.25% plus increment

The compensation increases listed above covering the 2019-20 school year through the 2024-25 school year will not apply to the job title of Door Monitor. Unit members holding the job title of Door Monitor will only receive compensation increases pursuant to the provisions of Paragraph 3 (B) of the January 17, 2019 Memorandum of Agreement between the parties.

B) Upon full ratification of this Agreement by both parties and beginning in the first full pay period after such ratification see salary schedule under Addendum I. The creation of the new salary schedule does not entitle employees of the Organization to any retroactive money, including step movement upon its creation.

SECTION 2. LONGEVITY

Effective July 1, 2019 (2019-2020) longevity payments shall be as follows:

After 9 years	\$ 1,886
After 15 years	\$ 2,399
After 20 years	\$ 3,028

SECTION 3. LONGEVITY PAY

The starting date for longevity pay shall be the employee's anniversary date.

Employees eligible to receive this benefit shall receive same in a lump sum longevity payment in December of each year in a separate check.

SECTION 4. OVERTIME PAY

Overtime pay shall be at the rate of one and one-half times the regular wage after a normal work day.

Overtime may only be earned after thirty-five (35) hours of actual work in any week. Sick leave, personal time, vacation, etc., may not be computed as "time worked," only actual hours on the job.

Employees may elect to receive compensatory time credit in lieu of overtime pay. The credit will be awarded in the same amount as the overtime. Compensatory time credits may be used at the discretion of the employee but in conformance with all applicable provisions of the agreement, and subject to the prior approval of the Superintendent or his/her designee.

The Assistant Superintendent for Business may require a unit member or members assigned to the Payroll Department of the Business Office to work beyond those regular daily hours set forth in the parties' Collective Bargaining Agreement and those members required by the District to work such additional hours shall be compensated at time and one-half of the unit members' regular salary for such daily hours worked.

SECTION 5. EQUIVALENT PAY

Employees covered under this Agreement who are required by the district to assume the duties and responsibilities of an employee of a higher paying classification for more than twenty (20) consecutive working days, shall receive differential pay effective the 21st day computed as follows: apply the higher schedule with employee's step in the lower classification.

The aforesaid provision shall not apply when replacing an employee on vacation.

SECTION 6. MILEAGE

Members of the unit who shall be required to use their own vehicle while performing assigned responsibilities for the district or who shall be required to travel from building to building during the course of the work day shall be reimbursed for mileage incurred in such travel at the IRS published prevailing rate.

SECTION 7. EVENING AND SATURDAY WORK

Special evening/Saturday voluntary assignments shall be paid at the employee's present rate, pro-rated. All appointments shall be subject to Board of Education approval.

SECTION 8. IDENTIFICATION BADGES

Employees shall be required to wear a District supplied photo ID badge during all work hours, and not during non-work hours.

SECTION 9. DIRECT DEPOSIT

The District may require all unit members to have direct deposit.

SECTION 10 NEW YORK STATE DEFERRED COMPENSATION PLAN 457(b)

Effective upon ratification, the District shall provide an opportunity for unit members to participate in and adopt the New York State Deferred Compensation Plan 457(b) ("Deferred Compensation Plan") for elective contributions by unit members pursuant to Section 457 of the Internal Revenue Code. Unit members' participation in the Deferred Compensation Plan shall be voluntary and subject to applicable law and the District's 457 Retirement Plan Document, as it may be amended. The District's sole liability pursuant to this provision shall be limited to gross negligence in failing to make appropriate elective contributions as directed by the employees in accordance with the provisions of statute and the rules of the provider. Unit members shall bear all risks and fees associated with participation in the Deferred Compensation Plan. Unit Members waive any and all claims against the District that they may have with respect to the Deferred Compensation Plan and their voluntary participation in said plan. This provision for elective contributions by unit members pursuant to Section 457 of the Internal Revenue Code shall not be subject to Civil Service Law Section 209-a(1)(e). Any grievance arising from this paragraph shall end with the Board of Education. The provisions of this paragraph are not subject to the arbitration provisions of this Agreement.

ARTICLE III

INSURANCE

SECTION 1. HEALTH AND DENTAL INSURANCE

The Office Personnel Chapter will be covered by the Health Insurance Programs as are provided to the North Babylon Teachers' Agreement and the Board shall pay the premiums of health and dental insurance plans to the following extent:

- (1) 100% of individual premium costs and 90% of dependent premium costs for those enrolled in the respective plans prior to May 1, 1972 and for those who may be enrolled in the respective plans for four (4) years subsequent to May 1, 1972.
- (2) Effective October 1, 1990, those present employees with fewer than four (4) year's service to the District shall continue to contribute at twenty percent (20%) to the individual and dependent premium costs; however, throughout the life of this Agreement that contribution shall not exceed twenty percent (20%) of the then current published premiums of the NYS Empire Core Plus Enhancement Plan.
- (3) Effective July 1, 1990, all new employees appointed to Office Personnel Chapter positions shall pay twenty percent (20%) of both individual and dependent premiums for the Health Insurance Programs including health and dental insurance plans.

(4) Effective July 1, 1994, all employees shall be required to contribute a minimum of ten percent (10%) of the individual premium cost of their health insurance plan. Employees required to contribute greater than ten percent (10%) of the individual premium cost of their health insurance plan shall continue to be obligated to do so.

Disabled employees shall be considered as being in the employ of the District for the period of their disability and, therefore, eligible for continued participation in the insurance programs.

Any employee who declines health and/or dental insurance will receive \$550.00/\$150.00 respectively on an annual basis. Any new employee who declines health and/or dental insurance will receive \$550.00/\$150.00 respectively on an annual basis. This sum will be reported as income to the Internal Revenue Service. The money will be paid on June 30 of each school year. An employee must file Declination of Health and/or Dental Benefits Form (see Addendum VIII) with the North Babylon Business Office in order to be eligible for this benefit. New employees must file this form at the time of their employment. This declination will remain in effect unless revoked in writing by the employee.

The Board will continue paying at the same rate as participants had during active service, premiums on Health and Dental programs for:

1. Retired employees
2. Disabled employees
3. Those employees on approved Leave of Absence for a period of one year
4. Surviving spouse or minor dependent(s) will continue to be eligible for participation in the District's insurance program until they remarry/marry or are eligible for membership in another group plan. In order to determine eligibility, the District will require that a notarized report be filed by the surviving spouse or eligible dependent(s) on at least an annual basis. (See Addendum VII)

The District will send the above form to the surviving spouse/minor dependent(s) by certified mail. Failure to respond to the Annual Report will result in automatic termination of benefit.

(5) Employees hired on or after July 1, 2009, shall be required to contribute 20% toward the cost of their health insurance, regardless of years of service in the District.

After completion of four years of employment, no employee will be required to contribute more than 10% of the dental insurance premium.

(6) Eligible members of the Office Personnel Unit of the North Babylon Teachers' Organization shall be authorized to participate in the district's Flex 125 Plan.

SECTION 2. GROUP RATE PREMIUM

The Board shall continue to pay for health and dental premiums only during the first full calendar year for those employees who are on an approved Leave of Absence. When leaves are extended beyond one year, the employee may choose to pay health and dental premiums at the group rate.

SECTION 3. LIFE INSURANCE

- A. All employees in this Unit are to receive \$10,000 life insurance at District expense, and in keeping with the provisions of the Plan. An employee after three (3) full years of service may buy an additional \$5,000 life insurance at the group rate premium.
- B. Members of the Office Personnel who are participants in the District's Group Life Insurance Program and who retire will be permitted to maintain their participation providing they pay the appropriate premium.

This agreement shall be reviewed at the end of this contract period to determine if this arrangement has had any adverse impact on premium cost to the Group Life Insurance Program.

SECTION 4. WORKERS' COMPENSATION

In the case of a documented job-related injury, where the workers' compensation mandatory waiting period is not reached, then the District shall not charge sick time.

ARTICLE IV

VACATION POLICY

SECTION 1. VACATION POLICY

During the term of this Agreement the following vacation policy will prevail:

Completion of one (1) year thru five (5) full years of service:	2 weeks
The beginning of the sixth (6) year up to and including the ninth (9) full year of service:	3 weeks
The beginning of the tenth (10) year of service:	4 weeks
The beginning of the fifteenth (15) year of service:	5 weeks

If a holiday occurs within a vacation period of an employee, the vacation period will be extended by the number of holidays that occur within said vacation period. Vacation must be taken in the year after it is earned.

An employee in addition to receiving vacation pay may choose to work the vacation period for compensation at straight time.

Effective July 1, 1987, each employee shall be credited with one additional day of vacation for each full year of continuous service after completion of two full years of continuous service, with a cap of a total of five (5) weeks vacation. Crediting of the additional days shall be consistent with the current district policy for earning and crediting of vacation. New employees, hired after July 1, 1990, are not eligible for any additional vacation time earnings after their tenth (10th) year of service.

Employees may apply for vacations to be taken at any time during the year, all of which is subject to the approval of the Assistant Superintendent of Schools. Office Personnel with fifteen (15) or more

vacation days as of July 1st, must take a minimum of ten (10) days vacation when "summer hours" are in session. Office Personnel with less than fifteen (15) vacation days shall not be permitted to take more than five (5) vacation days when "summer hours" are not in session.

No more than three (3) times per year, an employee, with two (2) days request notice, may apply for a vacation of one (1) day. Any vacation requested for periods within two (2) weeks of school opening shall require two (2) weeks request notice.

A joint study group of administrators and office personnel workers shall meet for the purpose of formulating recommendations regarding procedures, dates, forms, etc., for the utilization of this vacation policy. This joint study group shall meet during non-work hours at a mutually convenient time and place.

ARTICLE V

CALENDAR

SECTION 1. HOLIDAYS

Before the last day of school, the Superintendent, or designee, will meet with representatives of the Organization for the purpose of establishing a calendar for the year beginning July 1, and to be published prior to that date. It will include the following holidays:

Independence Day	Friday after Thanksgiving
Labor Day	Christmas Day
Rosh Hashanah	New Year's Day
Yom Kippur	Martin Luther King's Birthday
Columbus Day	Presidents' Day
Election Day	Holy Thursday
Veterans' Day	Good Friday
Thanksgiving Day	Memorial Day

Should a legal holiday as defined above fall on a Saturday, and not be given any other day to celebrate, then the District shall, not to exceed once per year, provide a "float" holiday which must be used within sixty (60) days of the actual holiday. All such use is subject to administrative approval.

SECTION 2. EMERGENCY DAYS

Effective July 1, 2016, unit members shall no longer be required to work during the Christmas, Mid-Winter and Easter vacations (Spring Recess/Passover).

- A. The District may designate emergency days during designated vacation periods other than the holiday delineated in Section 1, "Holidays" of this article. All emergency days scheduled during the school year which are not utilized will be provided as additional paid days off from work. The exact date(s) of additional paid days off from work will be indicated in the District's Board-approved Academic Calendar.
- B. Bargaining unit members will be required to work regular hours commencing five (5) business days prior to the first day of school for students. Bargaining unit members will be required to work regular hours five (5) consecutive business days following the last day of school for students.

SECTION 3. SUMMER HOURS

Summer hours for all Office Personnel shall be from 8 AM to 2 PM with one-half (1/2) hour for lunch between 12 Noon and 1 PM.

Commencing on the sixth business day after the closing of schools and continued up and through the sixth business day prior to the first day of school for students, summer hours for all Office Personnel shall be six (6) hours between 8 AM and 4 PM, with one-half (1/2) hour for lunch between 12 Noon and 1 PM. An employee's Supervisor will determine the employee's shift during such summer hours. Should an employee's work hours be other than 8 AM to 2PM, the Supervisor will first seek volunteers within the building or department. The assignment of summer hours during shifts other than 8 AM to 2 PM, shall be on a rotational basis within the building or department, when no volunteers are available.

SECTION 4. COFFEE BREAK

There will be one (1) coffee break each day throughout the school year of no more than 15 minutes.

SECTION 5. EARLY DISMISSAL

On all Fridays, Superintendent's Conference Days, NBTO Conference Day and days immediately preceding holidays, employees may leave one-half hour earlier than on regular days.

SECTION 6: SIGN-IN/SIGN-OUT

Consistent with past practice, members of the unit shall be required to sign in/out on a form designated by the District, or other designated mechanical or electronic methodology. Such form or methodology shall include sign in/out for lunch breaks.

The requirements shall be subject to the following:

- (1) The mechanism is non-invasive; and
- (2) The mechanism does not store, maintain and/or archive any biometric information (This shall not mean the data generated that represents the biometric information.); and
- (3) The District will not provide any biometric information to any third party including law enforcement (exclusive of the vendor for purposes of device functionality) without a court order, summons or subpoena, as appropriate, except: (a) where otherwise require by law; or (b) to comply with law enforcement or other competent authority investigating a crime or threat occurring on school property or where the District is the complainant; and
- (4) The parties agree that the filing of a grievance shall not be a prerequisite to a private action against a vendor for breach of privacy, fraudulent misrepresentation or similar tort action.

For the purpose of this Article, the term "biometric information" shall mean a digital image or hard copy of a fingerprint, retinal pattern or biometric identifier and shall not mean the data generated that represents the biometric information. The parties agree said data shall be sufficient proof regarding compliance/non-compliance with the sign-in/sign-out requirement hereof in any proceeding wherein such proof is relevant evidence. It is further agreed that any vendor's methodology does not store, maintain and/or archive any biometric information based upon the vendor's representations.

No employee will bear any responsibility for lateness resulting from delay beyond the time for manual sign-in/sign-out due to failure of the equipment to perform in a reasonable manner.

Prior to the pursuit of formal discipline against a unit member for time and attendance issues related to the sign-in/sign-out system, the affected member and union president shall be notified in writing and provided an opportunity to correct the perceived problem.

ARTICLE VI

SICK LEAVE

SECTION 1. SICK DAYS

There shall be twelve (12) sick days per year - unlimited, accumulative. A physician's certificate from the employee's personal physician shall be required after five (5) days of consecutive absence (due to illness).

SECTION 2. FAMILY ILLNESS

Absence due to illness in the family of an employee shall be permitted but shall not exceed five (5) days each school year and shall be deducted from the accumulated sick leave entitlement.

Family for the purpose of this section, is defined as the employee's spouse, father, mother, brother, sister, children, grandchildren, grandparents, father-in-law, mother-in-law and other relatives living in the same household as the employee.

SECTION 3. UNUSED SICK DAYS ACCUMULATION PAYMENT, DEATH BENEFIT

The Board agrees that any employee covered by this Agreement who is eligible for retirement, in accordance with the established policies of the New York State Employees' Retirement System, and who submits a written statement no later than 5 months prior to the date of retirement to the Board of Education will be eligible for the following benefit:

Payment for unused sick leave days at the rate of one (1) day for every two (2) days accumulated (at the employee rate of pay at retirement). A maximum of one hundred (100) days will be allowed for payment to those employees who have accumulated 200 or more sick days.

There will be a lump sum payment to the beneficiary of a deceased employee for unused sick leave days at the rate of one (1) day for every two (2) days accumulated at the time of the employee's death. (See Addendum V) The failure to properly complete and file a Designation of Death Beneficiary form shall result in a waiver of this benefit.

The District shall provide for a Retirement Incentive, if found to provide a financial savings to the District, consisting of payment for unused accumulated sick days on the basis of one day's pay, at the rate of pay effective on 6/30 of the last full year of service, for each day accumulated up to the day of retirement. No payment shall be made for any days in excess of 200.

For those eligible to retire and collect benefits according to the NYS Employees' Retirement System during the life of the Agreement, 7/1/19 – 6/30/25, they must declare their intent in writing to the District no later than 5 months prior to the date of retirement and retire on or about the date indicated in the letter. The District and the Organization shall analyze the impact of the retirements, the cost of the sick time payments, savings of reduced salaries and/or position eliminations. Should the District determine that there are savings to be achieved, then it will implement the incentive. It is understood

that should the District not implement the incentive, then the employee may withdraw his/her retirement resignation declaration.

SECTION 4. RETIREMENT

In the event of unusual or unanticipated personal circumstances which requires a member who has filed a statement of intended retirement to seek to revoke such intended retirement, such a request shall be made to the Board of Education setting forth the circumstances necessitating the change. An employee may rescind the written statement of intended retirement any time prior to official Board Action.

All employees represented under this Agreement are provided with retirement benefits under the New York State Retirement Plan Sec. 75 I, 41 J, and 60 B.

If an employee retires during the school year, any unused sick leave benefits shall be maintained and any new entitlements for the contract year regarding sick leave and vacation time will be prorated accordingly and added thereto.

The employees may avail themselves of any payment plan for accumulated sick days contained in the contract and in addition to receiving vacation pay may choose to work the vacation period for compensation at straight time.

SECTION 5. 403(b) PLAN

Effective June 30, 2003 the North Babylon Union Free School District and the Office Personnel Chapter of the North Babylon Teachers' Organization agreed to execute a Memorandum of Agreement for members of the Office Personnel Chapter to participate in a 403(b) Plan at retirement. See Addendum XI.

SECTION 6: Attendance Bonus

In an effort to promote and reward good attendance, all Unit members who complete any given full school year (as determined by the District's school calendar for that year) with no "no-pay" days, or absences that require the use of sick days (other than those properly utilized in conjunction with the Family and Medical Leave Act "FMLA") shall be given a bonus of \$250. Unit members who utilize any unpaid leaves of absences created by Article VI and not otherwise required by law to be provided, shall not be eligible for this attendance bonus in the school year or years in which such leave is taken.

ARTICLE VII

LEAVES OF ABSENCE

SECTION 1. CHILDREARING

An unpaid leave of absence without loss of benefits or seniority for full time Office Personnel will be granted by the Board of Education for the reason of childrearing.

- A. The person desiring a childrearing leave may request such a leave for children under five (5) years of age and shall be required to request such a leave at least thirty (30) days in advance of its commencement date.

- B. Notice of intent to return from leave shall be given to the Superintendent as soon as possible but no later than thirty (30) days prior to return.
- C. Seniority credit shall not continue to accrue while on this unpaid leave of absence. The leave for childrearing shall be for one year.

SECTION 2. LEAVE FOR ILLNESS

A leave of absence without pay, without loss of seniority, for full time Office Personnel will be granted for the reason of illness after the satisfactory completion of one (1) full year of service and after the employee presents medical verification of the illness.

A leave of absence must be requested when all earned sick days have been expended. An employee may terminate the leave and return to work at any time prior to the expiration of said leave.

SECTION 3. EXCEPTIONAL LEAVES OF ABSENCE

The Board of Education, upon recommendation of the Superintendent of Schools, and under exceptional circumstances, may approve requests for absences or leaves without pay, for reasons other than those set forth elsewhere in the contract or for absences in excess of the leave provisions of the contract. A leave of absence without pay may be granted for a member of the Office Personnel who has received administrative notice of intent to terminate the employee's employment in the event the employee has exhausted his/her entitlement under Article VIII, Section 1, Personal Business of this article.

ARTICLE VIII

OTHER LEAVES OF ABSENCE

SECTION 1. PERSONAL BUSINESS DAYS

There shall be two (2) Personal Business Days granted annually. Unused personal business days shall be added to employees' accumulated sick leave. A Personal Business Day is to be defined as one on which personal matters are attended to which could not be done at another time and shall not include engaging in work which is profit making or an activity which might be regarded as amusement or entertainment. No reason for being absent shall be stated. Personal Business is not to be taken on the first and last days of school, immediately before or immediately after midwinter recess, Christmas Recess, or Easter Recess, immediately preceding or following vacation requests, nor immediately before or immediately after all holidays with the following exceptions: e.g., 4th of July, unless the business for which the time off is being requested is of such a nature that it cannot be changed. Request should be made with five (5) days' notice, where practical. (See Addendum III)

SECTION 2. BEREAVEMENT

Five (5) working days shall be granted as a special personal leave per death for a loss in the immediate family. Such leave cannot be accumulated and will not be deducted from sick leave. Immediate family shall include: parent, child, spouse, brother, sister, father-in-law, mother-in-law,

paternal or maternal grandparents, grandchild or any other relative living in the immediate household. Prior to the expiration of the first day of bereavement leave, a unit member must notify the Superintendent or his/her designee, of the unit member's intent to split their bereavement leave into two separate increments, should the unit member not be taking the full allotment of bereavement leave at once.

SECTION 3. JURY DUTY AND COURT APPEARANCES

Absences shall be approved with no loss of pay and are not deductible from accumulated days of sick leave for the following reasons:

1. Jury duty - the jury fee, less travel expenses will be remitted to the Business Office of the District by the employee immediately upon receipt thereof or the equivalent amount of money will be deducted from a future salary check.
2. Appearances in judicial and/or administrative proceedings, when so directed by the Board of Education. Appearances will be permitted as a disinterested witness at judicial/administrative proceedings, when subpoenaed by a party thereto.
3. In any of the foregoing instances, the employee shall notify her/his immediate supervisor and present the jury notice, subpoena or court order to the supervisor as soon as reasonably possible after the receipt thereof and the employee shall give due notice of the termination of service or appearance.

ARTICLE IX

APPOINTMENTS, TRANSFERS & PROMOTIONS

SECTION 1. CIVIL SERVICE COMMISSION REGULATIONS, ET AL

The Board has agreed to the following language: "During the period of this Agreement the Board reserves the right to make appointments, reassignments, and terminations of personnel in keeping with the regulations of the Suffolk County Civil Service Commission and the terms of this contract. When and if there are layoffs, the layoffs will be done according to Civil Service procedures."

SECTION 2. VOLUNTARY TRANSFERS

Notices of vacancies in the bargaining unit shall be provided to all employees within the chapter in writing as soon as possible. Presently employed personnel shall have the opportunity to apply for such positions and shall be interviewed by the Assistant Superintendent or designee and the Building Principal or immediate supervisor prior to the interviewing of applicants from outside the Chapter. The notice should also include the vacant job title and location of the position. All appointments made by the Board are for employment in the District and are not restricted to a specific school, office or building.

ARTICLE X

PERSONNEL FILES

Personnel files for individuals in the Office Personnel Chapter will be maintained in the Central Administration Office.

Permission to review these files shall be granted by the office of the Superintendent of Schools to the individual who wishes to examine his/her own file. Said employee shall not be allowed to examine information which is deemed to be of a confidential nature, e.g. . letters of recommendation.

Employees shall have the right to respond to any material placed in their personnel file and to have such responses included in the file.

Employees shall have the right to copy all materials in the personnel file. Employees shall further have the right to Union representation when reviewing the files after normal working hours. The District may charge 25 cents a page after three (3) pages for photocopying.

Employees shall immediately notify the Superintendent, in writing, of their arrest.

ARTICLE XI

ANNUAL EVALUATION

Each member of the unit shall be provided a written performance evaluation in June of each year by the immediate supervisor on a form which appears as Addendum IV.

The evaluation shall become a part of each member's personnel folder and the employee shall have the right to respond to such evaluation.

The annual evaluation shall be on a form which was developed jointly by representatives of the District and the Association and may be altered only with the approval of the Central Administration and the Chapter.

ARTICLE XII

ORGANIZATIONAL CONCERNS

SECTION 1. BULLETIN BOARDS

The Board agrees that a portion of a bulletin board in the main office of each school or place of work may be used by the Chapter.

SECTION 2. FACILITIES

A storage area sufficient to house the Office Personnel Chapter President's materials pertaining to the chapter shall be designated in a school building (most likely in the same building where the President is assigned.)

SECTION 3. MAILBOXES

Mailboxes shall be provided in each building where members of the unit are assigned for their use. The Chapter and its affiliates shall have access to them for the distribution of organizationally related materials.

SECTION 4. USE OF BUILDINGS

The school building may be used for the purpose of holding organization meetings after first obtaining permission of the Central Administration and Building Principal in accordance with district procedures for the use of buildings. There shall be no conflict with educational programs or with the regular work schedule of the organization's members.

SECTION 5. BUSINESS MEETINGS AND CONFERENCES

A maximum total of six days per year to attend business meetings and conferences of the affiliates of the Office Personnel Chapter, without expense to the District, will be granted to a single representative or combination of three (3) representatives of the Office Personnel Chapter as designated by them. These days are granted without loss of pay. Requests should be made to the Office of the Superintendent for recommendation to the Board of Education.

ARTICLE XIII

GRIEVANCE

SECTION 1. DEFINITION OF GRIEVANCE

The term "grievance" shall mean any dispute between the parties hereto with respect to the violation, meaning or interpretation of any provision of this Agreement.

SECTION 2. PROCEDURES

First Stage

- A. An employee of the unit who claims to have a grievance shall present the grievance to the supervisor or departmental head, in writing, within ten (10) days after the grievance occurs, specifying the grievance and requesting a conference to discuss the grievance.
- B. The supervisor or department head shall discuss the grievance with the employee and shall make such investigation as is deemed appropriate.
- C. Within ten (10) days after the presentation of the grievance to the supervisor, or department head, said supervisor, or department head, shall make a decision and communicate the same, in writing, to the employee presenting the grievance, the Superintendent of Schools and to the President of the Organization.

Second Stage

If the grievance is not resolved by the supervisor or department head on the basis of the First Stage, the Superintendent of Schools shall receive all records and reports relative to the grievance. The employee may then choose one of the following alternatives:

- A. The employee may request of the Superintendent of Schools, a review of the determination made by the supervisor, or department head, made in the First Stage of this procedure. Said request for review by the Superintendent shall be submitted in writing, within seven (7) days after the receipt of the said determination in the First Stage of this procedure. The Superintendent will review the decision in the First Stage of this procedure, and make a determination within twenty (20) days of the receipt of the request for a review. The Organization has the right to present to the Superintendent in writing, within seven (7) days after the receipt of the determination in the First Stage of this procedure, a statement or brief outlining its views on the grievance.
- B. The employee and/or representative may request in writing, a hearing with the Superintendent to review the determination made in the First Stage of this procedure. The said request must be submitted to the Superintendent within seven (7) days after receipt of the determination made in the First Stage of this procedure. The office of the Superintendent shall set a date for said hearing within five (5) days of the receipt of the request and shall notify the appropriate individuals and the Organization of this date. The hearing shall take place within fourteen (14) days of the receipt of this request.

The Superintendent of Schools shall submit to the employee and/or representative the findings upon such review within twenty (20) days after the conclusion of said hearings. The Organization has the right at the hearing to present orally or in writing, a statement of brief giving its views on the grievance.

Third Stage

- A. Either party to this Agreement may appeal, in writing, from the determination of the Superintendent of Schools after the completion of the First Stage and the Second Stage, as outlined under this procedure. Such appeal may be taken to an impartial arbitrator selected pursuant to the Voluntary Arbitration Rules of the American Arbitration Association. The cost of any such Arbitration shall be borne equally by the Board and the Organization.

Grievances which are not appealed within thirty (30) days after the receipt of the determination of the Superintendent, as provided for in the Third Stage, shall be deemed to have been abandoned.
- B. In the event that the grievance is concerned with the application, interpretation, or construction of any term or provision of this Agreement, the decision of the Arbitrator shall be final and binding upon the parties.
- C. Where the dispute is concerned specifically with the violation of the Agreement, the award shall be advisory in nature only. The Board has the legal responsibility of making a final and binding determination on said advisory award of the Arbitrator. However, the Board pledges to give careful consideration to the recommendations of the Arbitrator in exercising this responsibility. Action by the Board will be taken within forty-five (45) days after receipt of the Arbitrator's report and recommendation.
- D. The award of the Arbitrator shall include a statement of the Arbitrator's Findings of Fact, Conclusion and Recommendation.
- E. The employee instituting a grievance shall have the right at all stages to proceed personally, or through the Organization representative, or any other representative of his or her own choice.

If the employee should not designate the Organization to represent him or her, the Organization shall have the right to be present at all stages of the procedures herein set forth.

SECTION 3. LIMITATION OF TIME

- A. The foregoing periods of time in the grievance procedure may be extended by mutual agreement in writing.
- B. If the grievance occurs and cannot be resolved immediately, the employee shall obey the directive and shall present the grievance as prescribed herein.
- C. Grievances which are not appealed within thirty (30) days after the receipt of the determination of the Superintendent, as provided for in the Third Stage, shall be deemed to have been abandoned.
- D. It is agreed that the paragraphs designated "Limitation of Time" shall be deemed not to affect grievances occurring prior to the execution of this Agreement.
- E. Days' as defined herein refers to "business days".

ARTICLE XIV

COMPLIANCE WITH THE TAYLOR ACT (Sect. 204-A)

SECTION 1. TAYLOR ACT

- A. S204-A. Agreements between public employers and employee organizations.
 - 1. Any written agreement between a public employer and an employee organization determining the terms and conditions of employment of public employees shall contain the following notice in type not smaller than the largest type used elsewhere in such agreement.

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 legislative body has given approval.
 - 2. Every employee organization submitting such a written agreement to its members for ratification shall publish such notice, include such notice in the documents accompanying such submission and shall read it aloud at any membership meeting called to consider such ratification.
 - 3. Within sixty (60) days after the effective date of this act, a copy of this section shall be furnished by the chief fiscal officer of each public employer to each public employee. Each public employee employed thereafter shall, upon such employment, be furnished with a copy of the provisions of this sections.

SECTION 2. STRIKES - WORK STOPPAGES

The parties recognize that strikes and other forms of work stoppages by school district employees are contrary to law and public policy. The Office Personnel Chapter and Board subscribe to the principle

that differences shall be resolved by peaceful and approved means without interruption of the school program. The Office Personnel Chapter therefore agrees that there shall be no strikes, work stoppages, or other concerted refusal to perform work by employees covered by this agreement, or any instigation thereof by the Office Personnel Chapter or its agents or its representatives.

ARTICLE XV


DURATION AND TERM OF AGREEMENT

SECTION 1.

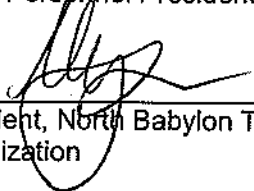
- A. This Agreement and all its provisions shall be effective as of July 1, 2019 and shall continue in full force and effect through June 30, 2025. The District issues checks in 26 installments during each contract year.
- B. In the event any other provisions of this Agreement are, or shall at any time, be found or determined to be contrary to law, then such provisions shall not be applicable or the terms thereof be in force except to the extent permitted by law.
- C. In the event any part or provision of this Agreement as provided in sub-paragraph B shall be illegal, and either party desires a substitute provision hereto, the same shall be subject to appropriate negotiations as herein provided. However, this Agreement cannot be changed or modified unless by mutual consent of both parties.
- D. In the event that any provision of this Agreement is, or shall at any time be contrary to law, all other provisions of this Agreement shall continue in effect.

SECTION 2. SIGNATURES

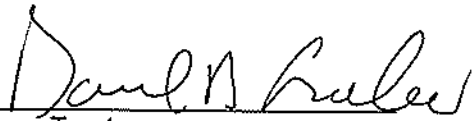
Office Personnel Chapter of
North Babylon Teachers' Organization

BY  _____
Chief Negotiator

BY  _____
Office Personnel President

BY  _____
President, North Babylon Teachers'
Organization

North Babylon Board of Education

BY  _____
Trustee

BY  _____
Superintendent

BY  _____
District Clerk

ARTICLE XVI

Monitors

Section 1. APPLICABLE ARTICLES

The following provisions of this Agreement shall be applicable to the Monitors:

Article I- Recognition and Dues Deductions
Article II, Section 8- Identification Badges
Article X- Personnel Files
Article XI- Annual Evaluation
Article XII- Organizational Concerns
Article XIII- Grievance
Article XIV- Compliance with the Taylor Act
Article XV- Duration of Agreement
Article XVI- Monitors

For the inclusion in Article XI, the parties agree the District shall be able to unilaterally create and amend the evaluation form for the Monitors.

Section 2. ADDITIONAL BENEFITS

In addition to the aforementioned provisions of this Article, the following additional benefits shall apply to the Monitors:

1. Bereavement – Two (2) working days shall be granted as a special personal leave per death for a loss in the immediate family. Such leave is not cumulative. Immediate family shall be defined the same as in Article VIII, Section 2.
2. Working Conditions/ Work Year- Door Monitors will work the student calendar. In addition, the duties of the Monitor position shall include, but not limited to: greeting visitors, ensure all safety protocols are followed for visitors, oversee sign in and out for students and visitors, escort visitors as needed, and any other duties assigned by the Principal.
3. Salary-
 - A. Effective upon the Board of Education ratification, the hourly salary for Monitors shall be \$13.00 per hour.
 - B. As part of the 2016-2017 New York State budget, the state enacted a minimum wage increase to \$15 per hour to be phased in through 2021. The hourly rate set forth in paragraph 3(A) shall be increased to the statutory minimum wage for Long Island, Suffolk County, plus \$1, per each increase to the statutory minimum wage. However, in no event shall the rate hereunder exceed \$15.00 per hour.

Unless specifically noted in this Article, no other provision of this Agreement applies to the Monitors.

ADDENDUM I

**OFFICE PERSONNEL
SALARY SCHEDULE
UPON RATIFICATION 2019-2020 SCHOOL YEAR THROUGH
JULY 1, 2024 – JUNE 30, 2025 SCHOOL YEAR**

OFFICE ASSISTANT (formerly Clerk Typist) - SWITCHBOARD OPERATOR

	2018-2019	2019-2020	2020-2021	2021-2022	2022-2023	2023-2024	2024-2025
Step		1%	1%	1.25%	1.25%	1.25%	1.25%
1.00	\$30,030	\$30,330	\$30,634	\$31,017	\$31,404	\$31,797	\$32,194
1A	\$30,956	\$31,266	\$31,578	\$31,973	\$32,373	\$32,777	\$33,187
2.00	\$31,883	\$32,202	\$32,524	\$32,930	\$33,342	\$33,759	\$34,181
2A	\$32,806	\$33,134	\$33,465	\$33,884	\$34,307	\$34,736	\$35,170
3.00	\$33,729	\$34,066	\$34,407	\$34,837	\$35,273	\$35,713	\$36,160
3A	\$34,651	\$34,998	\$35,347	\$35,789	\$36,237	\$36,690	\$37,148
4.00	\$35,573	\$35,929	\$36,288	\$36,742	\$37,201	\$37,666	\$38,137
4A	\$36,493	\$36,858	\$37,227	\$37,692	\$38,163	\$38,640	\$39,123
5.00	\$37,414	\$37,788	\$38,166	\$38,643	\$39,126	\$39,615	\$40,110
5A	\$38,326	\$38,709	\$39,096	\$39,585	\$40,080	\$40,581	\$41,088
6.00	\$39,239	\$39,631	\$40,028	\$40,528	\$41,035	\$41,548	\$42,067
6A	\$40,171	\$40,573	\$40,978	\$41,491	\$42,009	\$42,534	\$43,066
7.00	\$41,103	\$41,514	\$41,929	\$42,453	\$42,984	\$43,521	\$44,065
7A	\$41,308	\$41,721	\$42,138	\$42,665	\$43,198	\$43,738	\$44,285
8.00	\$41,514	\$41,929	\$42,348	\$42,878	\$43,414	\$43,956	\$44,506
8A	\$41,721	\$42,138	\$42,560	\$43,092	\$43,630	\$44,176	\$44,728
9.00	\$41,929	\$42,348	\$42,772	\$43,306	\$43,848	\$44,396	\$44,951
9A	\$42,138	\$42,559	\$42,985	\$43,522	\$44,066	\$44,617	\$45,175
10.00	\$42,348	\$42,771	\$43,199	\$43,739	\$44,286	\$44,840	\$45,400

**OFFICE PERSONNEL
SALARY SCHEDULE
UPON RATIFICATION 2019-2020 SCHOOL YEAR THROUGH
JULY 1, 2024 – JUNE 30, 2025 SCHOOL YEAR**

SENIOR OFFICE ASSISTANT (formerly Sr. Clerk Typist)

	2018-2019	2019-2020	2020-2021	2021-2022	2022-2023	2023-2024	2024-2025
Step		1%	1%	1.25%	1.25%	1.25%	1.25%
1.00	\$37,575	\$37,951	\$38,330	\$38,809	\$39,295	\$39,786	\$40,283
1A	\$38,497	\$38,882	\$39,271	\$39,762	\$40,259	\$40,762	\$41,271
2.00	\$39,420	\$39,814	\$40,212	\$40,715	\$41,224	\$41,739	\$42,261
2A	\$40,342	\$40,745	\$41,153	\$41,667	\$42,188	\$42,715	\$43,249
3.00	\$41,265	\$41,678	\$42,094	\$42,621	\$43,153	\$43,693	\$44,239
3A	\$42,177	\$42,599	\$43,025	\$43,563	\$44,107	\$44,658	\$45,217
4.00	\$43,091	\$43,522	\$43,957	\$44,507	\$45,063	\$45,626	\$46,197
4A	\$44,009	\$44,449	\$44,894	\$45,455	\$46,023	\$46,598	\$47,181
5.00	\$44,928	\$45,377	\$45,831	\$46,404	\$46,984	\$47,571	\$48,166
5A	\$45,862	\$46,321	\$46,784	\$47,369	\$47,961	\$48,560	\$49,167
6.00	\$46,795	\$47,263	\$47,736	\$48,332	\$48,936	\$49,548	\$50,167
6A	\$47,719	\$48,196	\$48,678	\$49,287	\$49,903	\$50,526	\$51,158
7.00	\$48,644	\$49,130	\$49,622	\$50,242	\$50,870	\$51,506	\$52,150
7A	\$48,888	\$49,377	\$49,871	\$50,494	\$51,125	\$51,764	\$52,411
8.00	\$49,131	\$49,622	\$50,119	\$50,745	\$51,379	\$52,022	\$52,672
8A	\$49,376	\$49,870	\$50,368	\$50,998	\$51,636	\$52,281	\$52,934
9.00	\$49,621	\$50,117	\$50,618	\$51,251	\$51,892	\$52,540	\$53,197
9A	\$49,870	\$50,369	\$50,872	\$51,508	\$52,152	\$52,804	\$53,464
10.00	\$50,118	\$50,619	\$51,125	\$51,764	\$52,411	\$53,067	\$53,730

**OFFICE PERSONNEL
SALARY SCHEDULE
UPON RATIFICATION 2019--2020 SCHOOL YEAR THROUGH
JULY 1, 2024 – JUNE 30, 2025 SCHOOL YEAR**

ACCOUNT CLERK

	2018-2019	2019-2020	2020-2021	2021-2022	2022-2023	2023-2024	2024-2025
Step		1%	1%	1.25%	1.25%	1.25%	1.25%
1.00	\$37,944	\$38,323	\$38,707	\$39,191	\$39,680	\$40,176	\$40,679
1A	\$38,864	\$39,253	\$39,645	\$40,141	\$40,642	\$41,151	\$41,665
2.00	\$39,784	\$40,182	\$40,584	\$41,091	\$41,605	\$42,125	\$42,651
2A	\$40,697	\$41,104	\$41,515	\$42,034	\$42,559	\$43,091	\$43,630
3.00	\$41,609	\$42,025	\$42,445	\$42,976	\$43,513	\$44,057	\$44,608
3A	\$42,541	\$42,966	\$43,396	\$43,939	\$44,488	\$45,044	\$45,607
4.00	\$43,475	\$43,910	\$44,349	\$44,903	\$45,464	\$46,033	\$46,608
4A	\$44,399	\$44,843	\$45,291	\$45,858	\$46,431	\$47,011	\$47,599
5.00	\$45,324	\$45,777	\$46,235	\$46,813	\$47,398	\$47,991	\$48,590
5A	\$46,241	\$46,703	\$47,170	\$47,760	\$48,357	\$48,962	\$49,574
6.00	\$47,158	\$47,630	\$48,106	\$48,707	\$49,316	\$49,932	\$50,557
6A	\$48,081	\$48,562	\$49,047	\$49,661	\$50,281	\$50,910	\$51,546
7.00	\$49,004	\$49,494	\$49,989	\$50,614	\$51,247	\$51,887	\$52,536
7A	\$49,249	\$49,741	\$50,239	\$50,867	\$51,503	\$52,147	\$52,798
8.00	\$49,495	\$49,990	\$50,490	\$51,121	\$51,760	\$52,407	\$53,062
8A	\$49,742	\$50,239	\$50,742	\$51,376	\$52,018	\$52,669	\$53,327
9.00	\$49,989	\$50,489	\$50,994	\$51,631	\$52,277	\$52,930	\$53,592
9A	\$50,240	\$50,742	\$51,250	\$51,890	\$52,539	\$53,196	\$53,861
10.00	\$50,489	\$50,994	\$51,504	\$52,148	\$52,799	\$53,459	\$54,128

**OFFICE PERSONNEL
SALARY SCHEDULE
UPON RATIFICATION 2019-2020 SCHOOL YEAR THROUGH
JULY 1, 2024 – JUNE 30, 2025 SCHOOL YEAR**

SENIOR ACCOUNT CLERK

	2018-2019	2019-2020	2020-2021	2021-2022	2022-2023	2023-2024	2024-2025
Step		1%	1%	1.25%	1.25%	1.25%	1.25%
1.00	\$42,394	\$42,818	\$43,246	\$43,787	\$44,334	\$44,888	\$45,449
1A	\$43,307	\$43,740	\$44,177	\$44,730	\$45,289	\$45,855	\$46,428
2.00	\$44,218	\$44,660	\$45,107	\$45,671	\$46,241	\$46,820	\$47,405
2A	\$45,150	\$45,602	\$46,058	\$46,633	\$47,216	\$47,806	\$48,404
3.00	\$46,082	\$46,543	\$47,008	\$47,596	\$48,191	\$48,793	\$49,403
3A	\$47,007	\$47,477	\$47,952	\$48,551	\$49,158	\$49,773	\$50,395
4.00	\$47,934	\$48,413	\$48,897	\$49,509	\$50,128	\$50,754	\$51,389
4A	\$48,840	\$49,328	\$49,822	\$50,444	\$51,075	\$51,713	\$52,360
5.00	\$49,748	\$50,245	\$50,748	\$51,382	\$52,025	\$52,675	\$53,333
5A	\$50,681	\$51,188	\$51,700	\$52,346	\$53,000	\$53,663	\$54,334
6.00	\$51,613	\$52,129	\$52,650	\$53,309	\$53,975	\$54,650	\$55,333
6A	\$52,541	\$53,066	\$53,597	\$54,267	\$54,945	\$55,632	\$56,328
7.00	\$53,471	\$54,006	\$54,546	\$55,228	\$55,918	\$56,617	\$57,325
7A	\$53,737	\$54,274	\$54,817	\$55,502	\$56,196	\$56,899	\$57,610
8.00	\$54,005	\$54,545	\$55,091	\$55,779	\$56,476	\$57,182	\$57,897
8A	\$54,275	\$54,818	\$55,366	\$56,058	\$56,759	\$57,468	\$58,187
9.00	\$54,545	\$55,090	\$55,641	\$56,337	\$57,041	\$57,754	\$58,476
9A	\$54,818	\$55,366	\$55,920	\$56,619	\$57,327	\$58,043	\$58,769
10.00	\$55,090	\$55,641	\$56,197	\$56,900	\$57,611	\$58,331	\$59,060

**OFFICE PERSONNEL
SALARY SCHEDULE
UPON RATIFICATION 2019-2020 SCHOOL YEAR THROUGH
JULY 1, 2024 – JUNE 30, 2025 SCHOOL YEAR**

ACCOUNT CLERK TYPIST

	2018-2019	2019-2020	2020-2021	2021-2022	2022-2023	2023-2024	2024-2025
Step		1%	1%	1.25%	1.25%	1.25%	1.25%
1.00	\$37,944	\$38,323	\$38,707	\$39,191	\$39,680	\$40,176	\$40,679
1A	\$38,864	\$39,253	\$39,645	\$40,141	\$40,642	\$41,151	\$41,665
2.00	\$39,784	\$40,182	\$40,584	\$41,091	\$41,605	\$42,125	\$42,651
2A	\$40,697	\$41,104	\$41,515	\$42,034	\$42,559	\$43,091	\$43,630
3.00	\$41,609	\$42,025	\$42,445	\$42,976	\$43,513	\$44,057	\$44,608
3A	\$42,541	\$42,966	\$43,396	\$43,939	\$44,488	\$45,044	\$45,607
4.00	\$43,475	\$43,910	\$44,349	\$44,903	\$45,464	\$46,032	\$46,608
4A	\$44,399	\$44,843	\$45,291	\$45,858	\$46,431	\$47,011	\$47,599
5.00	\$45,324	\$45,777	\$46,235	\$46,813	\$47,398	\$47,991	\$48,590
5A	\$46,241	\$46,703	\$47,170	\$47,760	\$48,357	\$48,962	\$49,574
6.00	\$47,158	\$47,630	\$48,106	\$48,707	\$49,316	\$49,932	\$50,557
6A	\$48,081	\$48,562	\$49,047	\$49,661	\$50,281	\$50,910	\$51,546
7.00	\$49,004	\$49,494	\$49,989	\$50,614	\$51,247	\$51,887	\$52,536
7A	\$49,249	\$49,741	\$50,239	\$50,867	\$51,503	\$52,147	\$52,798
8.00	\$49,495	\$49,990	\$50,490	\$51,121	\$51,760	\$52,407	\$53,062
8A	\$49,742	\$50,239	\$50,742	\$51,376	\$52,018	\$52,669	\$53,327
9.00	\$49,989	\$50,489	\$50,994	\$51,631	\$52,277	\$52,930	\$53,592
9A	\$50,240	\$50,742	\$51,250	\$51,890	\$52,539	\$53,196	\$53,861
10.00	\$50,489	\$50,994	\$51,504	\$52,148	\$52,799	\$53,459	\$54,128

**OFFICE PERSONNEL
SALARY SCHEDULE
UPON RATIFICATION 201-2020 SCHOOL YEAR THROUGH
JULY 1, 2024 – JUNE 30, 2025 SCHOOL YEAR**

CHIEF OFFICE ASSISTANT (formerly Head Clerk)

	2018-2019	2019-2020	2020-2021	2021-2022	2022-2023	2023-2024	2024-2025
Step		1%	1%	1.25%	1.25%	1.25%	1.25%
1.00	\$51,956	\$52,476	\$53,000	\$53,663	\$54,334	\$55,013	\$55,700
1A	\$52,838	\$53,366	\$53,900	\$54,574	\$55,256	\$55,947	\$56,646
2.00	\$53,719	\$54,256	\$54,799	\$55,484	\$56,177	\$56,879	\$57,590
2A	\$54,812	\$55,360	\$55,914	\$56,613	\$57,320	\$58,037	\$58,762
3.00	\$55,904	\$56,463	\$57,028	\$57,741	\$58,462	\$59,193	\$59,933
3A	\$57,011	\$57,581	\$58,157	\$58,884	\$59,620	\$60,365	\$61,120
4.00	\$58,118	\$58,699	\$59,286	\$60,027	\$60,778	\$61,537	\$62,307
4A	\$59,290	\$59,883	\$60,482	\$61,238	\$62,003	\$62,778	\$63,563
5.00	\$60,462	\$61,067	\$61,677	\$62,448	\$63,229	\$64,019	\$64,819
5A	\$61,545	\$62,160	\$62,782	\$63,567	\$64,361	\$65,166	\$65,981
6.00	\$62,629	\$63,255	\$63,888	\$64,686	\$65,495	\$66,314	\$67,143
6A	\$63,782	\$64,420	\$65,064	\$65,877	\$66,701	\$67,535	\$68,379
7.00	\$64,935	\$65,584	\$66,240	\$67,068	\$67,907	\$68,755	\$69,615
7A	\$65,259	\$65,912	\$66,571	\$67,403	\$68,245	\$69,098	\$69,962
8.00	\$65,584	\$66,240	\$66,902	\$67,739	\$68,585	\$69,443	\$70,311
8A	\$65,912	\$66,571	\$67,237	\$68,077	\$68,928	\$69,790	\$70,662
9.00	\$66,240	\$66,902	\$67,571	\$68,416	\$69,271	\$70,137	\$71,014
9A	\$66,571	\$67,237	\$67,909	\$68,758	\$69,617	\$70,488	\$71,369
10.00	\$66,903	\$67,572	\$68,248	\$69,101	\$69,965	\$70,839	\$71,725

**OFFICE PERSONNEL
SALARY SCHEDULE
UPON RATIFICATION 2019-2020 SCHOOL YEAR THROUGH
JULY 1, 2024 – JUNE 30, 2025 SCHOOL YEAR**

ADMINISTRATIVE ASSISTANT

	2018-2019	2019-2020	2020-2021	2021-2022	2022-2023	2023-2024	2024-2025
Step		1%	1%	1.25%	1.25%	1.25%	1.25%
1.00	\$61,244	\$61,856	\$62,475	\$63,256	\$64,047	\$64,847	\$65,658
1A	\$62,162	\$62,784	\$63,411	\$64,204	\$65,007	\$65,819	\$66,642
2.00	\$63,081	\$63,712	\$64,349	\$65,153	\$65,968	\$66,792	\$67,627
2A	\$64,026	\$64,666	\$65,313	\$66,129	\$66,956	\$67,793	\$68,640
3.00	\$64,970	\$65,620	\$66,276	\$67,104	\$67,943	\$68,792	\$69,652
3A	\$65,945	\$66,604	\$67,270	\$68,111	\$68,963	\$69,825	\$70,698
4.00	\$66,920	\$67,589	\$68,265	\$69,118	\$69,982	\$70,857	\$71,743
4A	\$67,923	\$68,602	\$69,288	\$70,154	\$71,031	\$71,919	\$72,818
5.00	\$68,925	\$69,614	\$70,310	\$71,189	\$72,079	\$72,980	\$73,892
5A	\$69,957	\$70,657	\$71,363	\$72,255	\$73,158	\$74,073	\$74,999
6.00	\$70,990	\$71,700	\$72,417	\$73,322	\$74,239	\$75,167	\$76,106
6A	\$72,056	\$72,777	\$73,504	\$74,423	\$75,353	\$76,295	\$77,249
7.00	\$73,123	\$73,854	\$74,593	\$75,525	\$76,469	\$77,425	\$78,393
7A	\$73,488	\$74,223	\$74,965	\$75,902	\$76,851	\$77,812	\$78,784
8.00	\$73,853	\$74,592	\$75,337	\$76,279	\$77,233	\$78,198	\$79,176
8A	\$74,223	\$74,965	\$75,715	\$76,661	\$77,620	\$78,590	\$79,572
9.00	\$74,592	\$75,338	\$76,091	\$77,042	\$78,005	\$78,981	\$79,968
9A	\$74,965	\$75,715	\$76,472	\$77,428	\$78,396	\$79,375	\$80,368
10.00	\$75,338	\$76,091	\$76,852	\$77,813	\$78,786	\$79,770	\$80,768

**OFFICE PERSONNEL
SALARY SCHEDULE
UPON RATIFICATION 2019-2020 SCHOOL YEAR THROUGH
JULY 1, 2024 – JUNE 30, 2025 SCHOOL YEAR**

SECRETARIAL ASSISTANT

	2018-2019	2019-2020	2020-2021	2021-2022	2022-2023	2023-2024	2024-2025
Step		1%	1%	1.25%	1.25%	1.25%	1.25%
1.00	\$52,476	\$53,001	\$53,531	\$54,200	\$54,877	\$55,563	\$56,258
1A	\$53,367	\$53,901	\$54,440	\$55,120	\$55,809	\$56,507	\$57,213
2.00	\$54,256	\$54,799	\$55,347	\$56,038	\$56,739	\$57,448	\$58,166
2A	\$55,359	\$55,913	\$56,472	\$57,178	\$57,892	\$58,616	\$59,349
3.00	\$56,463	\$57,028	\$57,598	\$58,318	\$59,047	\$59,785	\$60,532
3A	\$57,579	\$58,155	\$58,736	\$59,471	\$60,214	\$60,967	\$61,729
4.00	\$58,697	\$59,284	\$59,877	\$60,625	\$61,383	\$62,150	\$62,927
4A	\$59,830	\$60,428	\$61,033	\$61,795	\$62,568	\$63,350	\$64,142
5.00	\$60,962	\$61,572	\$62,187	\$62,965	\$63,752	\$64,549	\$65,355
5A	\$62,108	\$62,729	\$63,356	\$64,148	\$64,950	\$65,762	\$66,584
6.00	\$63,254	\$63,887	\$64,525	\$65,332	\$66,149	\$66,975	\$67,813
6A	\$64,420	\$65,064	\$65,715	\$66,536	\$67,368	\$68,210	\$69,063
7.00	\$65,584	\$66,240	\$66,902	\$67,739	\$68,585	\$69,443	\$70,311
7A	\$65,912	\$66,571	\$67,237	\$68,077	\$68,928	\$69,790	\$70,662
8.00	\$66,240	\$66,902	\$67,571	\$68,416	\$69,271	\$70,137	\$71,014
8A	\$66,571	\$67,237	\$67,909	\$68,758	\$69,617	\$70,488	\$71,369
9.00	\$66,903	\$67,572	\$68,248	\$69,101	\$69,965	\$70,839	\$71,725
9A	\$67,236	\$67,908	\$68,587	\$69,445	\$70,313	\$71,192	\$72,082
10.00	\$67,571	\$68,247	\$68,929	\$69,791	\$70,663	\$71,546	\$72,441

**OFFICE PERSONNEL
SALARY SCHEDULE
UPON RATIFICATION 2019-2020 SCHOOL YEAR THROUGH
JULY 1, 2024 – JUNE 30, 2025 SCHOOL YEAR**

PRINCIPAL ACCOUNT CLERK

	2018-2019	2019-2020	2020-2021	2021-2022	2022-2023	2023-2024	2024-2025
Step		1%	1%	1.25%	1.25%	1.25%	1.25%
1.00	\$42,672	\$43,099	\$43,530	\$44,074	\$44,625	\$45,183	\$45,748
1A	\$43,515	\$43,950	\$44,390	\$44,945	\$45,507	\$46,076	\$46,652
2.00	\$44,358	\$44,802	\$45,250	\$45,816	\$46,389	\$46,969	\$47,556
2A	\$45,597	\$46,053	\$46,514	\$47,095	\$47,684	\$48,280	\$48,884
3.00	\$46,835	\$47,303	\$47,776	\$48,373	\$48,978	\$49,590	\$50,210
3A	\$48,074	\$48,555	\$49,041	\$49,654	\$50,275	\$50,903	\$51,539
4.00	\$49,312	\$49,805	\$50,303	\$50,932	\$51,569	\$52,214	\$52,867
4A	\$50,552	\$51,058	\$51,569	\$52,214	\$52,867	\$53,528	\$54,197
5.00	\$51,791	\$52,309	\$52,832	\$53,492	\$54,161	\$54,838	\$55,523
5A	\$53,030	\$53,560	\$54,096	\$54,772	\$55,457	\$56,150	\$56,852
6.00	\$54,268	\$54,811	\$55,359	\$56,051	\$56,752	\$57,461	\$58,179
6A	\$55,506	\$56,061	\$56,622	\$57,330	\$58,047	\$58,773	\$59,508
7.00	\$56,746	\$57,313	\$57,886	\$58,610	\$59,343	\$60,085	\$60,836
7A	\$57,030	\$57,600	\$58,176	\$58,903	\$59,639	\$60,384	\$61,139
8.00	\$57,314	\$57,887	\$58,466	\$59,197	\$59,937	\$60,686	\$61,445
8A	\$57,600	\$58,176	\$58,758	\$59,492	\$60,236	\$60,989	\$61,751
9.00	\$57,886	\$58,465	\$59,050	\$59,788	\$60,535	\$61,292	\$62,058
9A	\$58,176	\$58,758	\$59,346	\$60,088	\$60,839	\$61,599	\$62,369
10.00	\$58,465	\$59,050	\$59,641	\$60,387	\$61,142	\$61,906	\$62,680

ADDENDUM II

NORTH BABYLON UNION FREE SCHOOL DISTRICT



NAME OF SCHOOL

STAFF DAILY SIGN-IN SHEET 2019-2020

DATE

Name	Time In	Initial	LUNCH		Time Out	Initial	Signature
			Time Out	Time In			
Administration							
Principal							
Office Personnel							
Nurse							
Substitute:							
Paraprofessionals							
Substitutes:							
Cafeteria Aides							
Substitutes:							
Door Monitors							
Substitute:							

**ADDENDUM III
NORTH BABYLON UNION FREE SCHOOL DISTRICT
ABSENCE REQUEST**

INSTRUCTIONS:

1. This form is to be used for an absence request due to **personal business, vacation and a leave of absence**. Do not request more than one type of absence on the same request form. This form is to be completed by all employees except NBTO members.
2. To request an absence for **personal business**, complete all necessary information and submit the request to the unit administrator **PRIOR** to the requested absence. A **personal business absence** request shall have prior authorization of either the Superintendent of Schools or a designated representative(s), in accordance with the district's administrative regulations.
3. To request an absence for **vacation**, complete all necessary information and submit the request to the unit administrator **PRIOR** to the requested absence. A **vacation request** shall have **PRIOR** authorization of **BOTH** the unit administrator and the Superintendent of Schools or a designated representative.
4. To request a **leave of absence**, complete all necessary information and submit the request to the unit administrator **PRIOR** authorization of **BOTH** the unit administrator and the Superintendent of Schools or a designated representative. Include an explanation of the reason for the requested leave of absence.

Employee Name _____			
Last	First	Middle	
Position _____	School / Location _____	Date _____	

Type of Absence Requested: (Check one and complete appropriate section)			
_____ Personal Business	_____ Vacation	_____ Leave of Absence	
Is a Substitute Needed _____ Yes _____ No			

PERSONAL BUSINESS REQUEST: I hereby request the following date(s) of absence(s) to conduct personal business that cannot be conducted at any other time beyond the daily work days
Number of personal days requested _____
Dates of absence requested _____

VACATION REQUEST:
Number of vacation days requested _____
Vacation dates requested _____

LEAVE OF ABSENCE REQUEST (UNPAID)
Duration of Requested Leave (Number of days, weeks, months, or years) _____
Starting Date of Requested Leave _____ Date You Will Return to Work _____
Reason: _____

Employee Signature _____	Date: _____
--------------------------	-------------

UNIT ADMINISTRATOR AUTHORIZATION/RECOMMENDATION	
_____ APPROVAL RECOMMENDED	_____ APPROVAL NOT RECOMMENDED
COMMENT: _____	
Administrator Signature: _____	Date: _____

SUPERINTENDENT APPROVAL (OR DESIGNEE)	
_____ ABSENCE APPROVED	_____ ABSENCE NOT APPROVED
COMMENT: _____	
Signature: _____	

WHITE-HUMAN RESOURCES

CANARY-EMPLOYEE

PINK-ADMINISTRATION/BLDG

ADDENDUM IV

NORTH BABYLON UNION FREE SCHOOL DISTRICT
OFFICE PERSONNEL EVALUATION

NAME _____ BLDG. _____

POSITION _____ YRS. IN NO. BABYLON _____

LENGTH OF TIME IN PRESENT POSITION _____

RATING PERIOD _____ TO _____

U - Unsatisfactory

N - Needs Improvement

S - Satisfactory

N/A - Does not apply

I. PERSONAL QUALITIES	U	N	S	COMMENTS
A. Appearance				
B. General Rapport				
C. Initiative				
D. Dependability				
E. Profits from suggestions and recommendations				
F. Positive effort to cooperate with fellow associates and supervisory staff				
II. ATTENDANCE				
A. Punctuality				
B. Record of Attendance				
III. WORK HABITS				
A. Job Interest				
B. Quality of Work				

IV. GENERAL COMMENTS & RECOMMENDATIONS: _____

Date _____ Supervisor _____

This evaluation was reviewed on _____

Date _____ Reviewed by: _____ Employee's Signature _____

Date _____ Reviewed by: _____

Supervisor's copy

Employee's copy

Personnel file

ADDENDUM V

NORTH BABYLON UNION FREE SCHOOL DISTRICT
North Babylon, New York

DESIGNATION OF DEATH BENEFIT BENEFICIARY

I, _____, hereby designate the following
(Print Full Name)

person(s):

to be the beneficiary of my death benefit in accordance with ARTICLE VI, Section 3, of the Office Personnel Chapter's Contract.

_____ (L.S.)

_____ (Witness)

_____ (Date)

See reverse side for naming beneficiary.

Form to be completed in triplicate.

cc: Business Office
Personnel File
Employee Copy

ADDENDUM VI

NAMING THE BENEFICIARY

It is important that your beneficiary designation be clear so that there will be no question as to your meaning.

The following are the most common designations:

John Doe, Husband, (NOT Mr. John Doe).

John Doe, Husband, if living, otherwise to Joseph W. Doe, Son.

John Doe, Husband, if living, otherwise to Jane Doe, Daughter and Joseph W. Doe, Son, in equal shares, or to the survivor.

Estate of Insured.

If you name more than one beneficiary with unequal shares, please show the amount to be paid to each beneficiary in fractional parts; for example, " $\frac{2}{3}$ to Mary Jones, Mother and $\frac{1}{3}$ to John Jones, Husband."

Please state age and relationship of each beneficiary. If the beneficiary is not related to you either by blood or marriage, insert the words, "Not Related" and state address of beneficiary.

This form must be made out in triplicate and the signature must be in ink. Do not erase. If corrections are necessary, line out the error and initial the correction.

ADDENDUM VII

NORTH BABYLON UNION FREE SCHOOL DISTRICT
North Babylon, New York

**VERIFICATION OF ENTITLEMENT TO SPOUSE'S & SURVIVOR'S HEALTH AND &
DENTAL COVERAGE**

(Last Name) (First) (Middle Initial)

(Address) (Social Security Number)

To: Board of Education

Pursuant to Article III, Sec. 1 of the Agreement, I hereby affirm the following:

Spouse answers questions 1, 2 & 3

Dependent(s) answer questions 1, 3 & 4

1. Employed and eligible for any group plan?

Yes No If Yes, _____
Date

2. Remarried?

Yes No If Yes, _____
Date of Remarriage

3. Disabled?

Yes No If No, _____
First Date of
Employment

4. Dependent enrolled as a full-time student under 25 years of age and unmarried?

Yes No If No, _____
Date Schooling Ended

or

Date of Marriage

Sworn to before me this

_____ day of _____, 20____

Signature

ADDENDUM VIII

NORTH BABYLON UNION FREE SCHOOL DISTRICT
North Babylon, New York

DECLINATION OF HEALTH AND/OR DENTAL BENEFITS
(Please Print)

(Last Name) (First) (Middle Initial) (Building)

(Address) (Social Security No.)

To: Board of Education

Pursuant to the Agreement, I hereby decline the following: (check one or both)

Health Benefits

Dental Benefits

This is to be effective the first day of _____, 20____.
(Month)

In consideration of this, the sum of \$550 for health benefits and \$150 for dental benefits will be transmitted by the District before June 30 of each year (less than a full year will be prorated).

This declination shall remain in full force and effect while employed in North Babylon or unless revoked by me in writing. This declination is subject to the terms and conditions of the contract.

(Date)

(Signature)

ADDENDUM IX

NORTH BABYLON UNION FREE SCHOOL DISTRICT
North Babylon, New York

The North Babylon Union Free School District hereby advises students, parents, employees and the general public that it offers employment and educational opportunities including vocational education opportunities, without regard to sex, race, color, national origin or handicap. Inquiries regarding this non-discrimination policy may be directed to:

Title IX Coordinator & Section 504 Coordinator
Assistant Superintendent for Human Resources
Five Jardine Place
North Babylon, New York 11703

In Each District Building, Title IX and 504 Grievance Procedures are available that provide for prompt and equitable resolution of complaints alleging discrimination based upon sex or handicap.

Affirmative Action/Equal Opportunity Employer

ADDENDUM X

NORTH BABYLON UNION FREE SCHOOL DISTRICT

VOTE/COPE PAYROLL DEDUCTION

Name _____ Social Security # _____

I hereby authorize the North Babylon School District to deduct from my final regular paycheck in June the sum of () \$5; () \$10; () \$15; and to forward that amount to VOTE/COPE, P.O. Box 5190, Albany, New York 12205.

This authorization is voluntarily made on the specific understanding that the signing of this authorization and the making of payments to VOTE/COPE are not conditions of membership in any labor organization or of employment with the school district and the VOTE/COPE will use the money it receives to make political contributions and expenditures in connection with federal, state, and local elections. 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 in writing between September 1 and 15 of any given year.

Signature _____ Phone# _____

Street _____ City _____ Zip _____

Date _____

NOTE: Contributions to Vote/Cope are not deductible as charitable contributions for federal income tax purposes.

ADDENDUM XI

NORTH BABYLON UNION FREE SCHOOL DISTRICT
North Babylon, New York

MEMORANDUM OF AGREEMENT ("HEREINAFTER MOA")

THIS AGREEMENT is entered into as of the 30th day of June, 2003, by and between North Babylon Union Free School District ("Employer") and the Office Personnel Chapter of the North Babylon Teachers' Organization (the "Association") does hereby amend the terms of the existing collective bargaining agreement ("CBA") that governs the employment relationship between Employer and the Association, as follows:

Effective June 30, 2003, the Employer and Association agree to the following:

MANDATORY CLAUSES

1. **No Cash Option** No employee may receive cash in lieu of or as an alternative to any of the Employer's Non-elective Contribution(s) described herein.
2. **Contribution Limitations** In any applicable year, the maximum Employer Contribution shall not cause an employee's 403(b) account to exceed the applicable contribution limit under Section 415(c)(1) of the Code, as adjusted by the IRS for cost-of-living increases.

In the event that the calculation of the Employer Non-elective Contribution referenced in the preceding paragraph exceeds the applicable Contribution Limits, the Employer shall handle the excess amount as follows:

The Employer shall first make an Employer Non-elective Contribution up to the Contribution Limit of the *Internal Revenue Code* and then pay any excess amount as compensation directly to the Employee. In no instance shall the Employer have any rights to, including the ability to receive any excess amount as compensation unless and until the Contribution Limit of the *Internal Revenue Code* are fully met through payment of the Employer's Non-elective Contribution.

3. **403(b) Accounts** Employer contributions shall be deposited into the ING Life Insurance and Annuity Company ("ING") 403(b) account of each recipient employee. If the employee does not have an ING 403(b) account, the Employer shall deposit the employer contributions, in the name of the employee, into an ING account established in the employee's name. Agents from ING will be allowed reasonable access to the School District's facilities in order to assist the employees and District's representatives in fulfilling applicable 403(b) legal requirements. Upon the request of the District, the ING agents will assist District's representatives in calculating the annual maximum allowable 403(b) contribution under the Internal Revenue Code, bases upon salary and payroll information provided to the ING representative by the District.

4. This MOA shall be subject to IRS regulations and rulings. Should any portion be declared contrary to law, then such portion shall not be deemed valid and subsisting, but all other portions shall continue in full force and effect. As to those portions declared contrary to law, the Association and Employer shall promptly meet and alter those portions in order to endeavor to provide the same or similar benefit(s) which conform, as closest as possible, to the original intent of the parties.
5. This MOA shall further be subject to the approval of the 403(b) Provider, which shall review the MOA solely as a matter of form and as the provider of investment products designed to meet the requirements of Section 403(b) of the *Internal Revenue Code*. ING Life Insurance and Annuity Company ("ILIAC") agrees to provide the Employer with ILIAC's standard hold accounts for receipt of Employer Non-elective Contributions. The hold harmless agreement, which is attached, is incorporated herein by reference.
6. Both the Employer and Employee are responsible for providing accurate information to the 403(b) Provider. This information includes both Elective and Employer Non-Elective Contributions and the amount of the participant's includible Compensation.
7. The **Unused Sick Day Accumulation** calculated in accordance with Article VI Section 3 of the collective bargaining agreement shall be remitted by the district on behalf of each eligible employee in the form of a Non-Elective Employer Contribution, which shall be subject to all of the provisions of the Memorandum of Agreement.

HOLD HARMLESS AGREEMENT

WHEREAS, the North Babylon Union Free School District (the "Employer") has negotiated with its Employees' collective bargaining representatives for a program (the "Program") in accordance with the provisions of Section 403(b) the United States Internal Revenue Code of 1986, as amended ("Code") which permits the making of participant elective deferrals, to the extend the participant is employed by the Employer and employer non-elective contributions,

WHEREAS, the Employees' collective bargaining representatives and the Employer have memorialized the terms and conditions of the Program by entering into a Memorandum of Agreement or applicable contractual language,

WHEREAS, the Employer wishes to make employer non-elective contributions pursuant to the Program, including possible retirement related and post-retirement non-elective contributions, as permitted by the Code for eligible Employees, and

WHEREAS, ING Life Insurance and Annuity Company (the "Company") has offered to provide a tax deferred annuity contract intended to satisfy the requirements of Code Section 403(b) for purchase by the Employer on behalf of eligible Employees for the Program.

IT IS AGREED AS FOLLOWS (THE "AGREEMENT"):

1. The Company shall provide for purchase by the Employer an annuity contract that meets the definition of an "annuity contract" pursuant to the provisions of Code Section 403(b) and any pertinent federal laws relating to the purchase of such annuity contract(s). Such annuity contract shall be available for purchase by the Employer for an Employee, whose eligibility has been determined by the Employer and who participates in the Program.
2. Except as limited by the annuity contract and applicable law, the Company, its agents and representatives shall comply with all pertinent written directives of the Employer regarding the solicitation and enrollment of employees and the purchase of the annuity contract.
3. The Company warrants that it shall perform its duties as the issuer of the annuity contract in a careful, diligent and professional manner and that it will promptly correct any and all errors made by the Company unless such error was a result of the Company's reliance on any information or omission of information provided by the Employer, the Employee, or an authorized representative of either of the foregoing.
4. The Company shall hold harmless and indemnify the Employer, its agents, officers and Employees when acting on behalf of the Employer, from every claim and demand to the proportionate extent that it results from either: (a) the Employer's reliance upon the Company's representations (which representations are hereby made by the Company to the Employer) that the Program as designed is in accord with the current applicable Internal Revenue Code provisions, rules, regulations and Private Letter Rulings, or (b) the negligence or wrongdoing of the Company or any of its representatives acting in that capacity, which may be made by reason of any

employer non-elective contribution made by the Employer on behalf of any eligible Employee pursuant to the terms of the Program.

5. With the exception of any maximum allowable contribution calculations calculated on the basis of inaccurate or inappropriate information provided by the Employer or the Employee, the Company shall hold harmless and indemnify the Employer, its agents, officers and Employees, from every claim and demand for penalties (including penalties based on State and/or Federal withholding taxes otherwise due) and interest, including reasonable attorney's fees, which may be made by reason of a challenge to the maximum allowable contribution calculation computed by the Company at the direction of either the Employee or the Employer for any Employees participating in the Program. The Company's obligation to indemnify and hold the Employer harmless under this Paragraph 5 is not conditioned upon and shall not require a showing of the Company's negligence or wrongdoing.
6. In performing the maximum allowable contribution calculation in connection with the Program, the Company may rely on information provided by the Employer and Employee. This information shall include but not be limited to whether the nature of the contributions to the Program are elective or non-elective employer contributions, the Employee's elective deferrals to all eligible plans (whether or not sponsored by the Employee) in that tax year, pursuant to Code Section 402(g), and the Employee's includible compensation as defined under Code Sections 403(b) and 415(c).
7. Anything in this agreement to the contrary notwithstanding, the Company shall neither hold harmless nor indemnify the Employer, its officers, agents, or Employees from any claim and demand based upon the negligence, fraud or wrongdoing of the Employer, its officers, agents or Employees, nor from any situation where the claim or demand is due to the failure of the Employer to properly discharge its obligations or comply with the provisions under the Memorandum of Agreement or applicable contractual language which memorialized the terms and conditions of the Program between the Employer and the Employee's collective bargaining representatives.
8. The Company, at its own cost and expense and as allowed by law, shall hold harmless and indemnify the Employer by defending any legal proceeding brought against the Employer and/or satisfying any federal and New York State income tax assessments, interest and penalties, and any legal judgement rendered against the Employer based on any claim or demand allowed under this Agreement as described above. Any liability of the Company under any provision of this Agreement to hold harmless and indemnify the Employer is subject to discharge by the Employer of the conditions precedent that the Employer shall immediately notify the Company in writing within thirty (30) days upon receipt of any such claim or demand and shall permit the Company, at its option, to direct the defense against such claim or demand. It is understood that the Company's liability hereunder shall be limited to actual damages only.
9. The Company reserves the right, upon sixty (60) days written notice to the Employer to terminate serving as the 403(b) provider and to simultaneously terminate this Agreement. Such termination shall in no manner affect any liability of the Company incurred under this Agreement for acts taken prior to the effective date of such termination.