

MEMORANDUM OF AGREEMENT

THIS AGREEMENT, made this 20TH day of MAY 2026, by and between the BOARD OF EDUCATION OF THE HUNTINGTON UNION FREE SCHOOL DISTRICT (hereinafter referred to as "District") and the UNITED PUBLIC SERVICE EMPLOYEES UNION BUILDINGS AND GROUNDS UNIT (hereinafter referred to as "Unit") and certain District employees identified in Schedule "A" (collectively the "Employees" and each individually referred to as an "Employee") is constituted as follows:

WHEREAS, the District and the Unit are parties to a collective bargaining agreement covering the period July 1, 2022 through June 30, 2026 (the "CBA") providing for wages, longevity, and overtime payments (collectively, the "Payments"); and

WHEREAS, the District and the Unit have agreed to corrective adjustments to certain Payments for the Employees; and

WHEREAS, the District acknowledges that it has overpaid and underpaid the Employees identified in Schedule "A" in the amounts shown in such schedule with the "Total Amount Owed" indicated for each Employee on such schedule; and

WHEREAS, the Employees identified on Schedule "A" acknowledge by their signature on the Employee Agreements attached at Schedule "B" that they have been overpaid in the total amount shown in Schedule "A," which is also reflected in the Employee Agreements set forth in Schedule "B";

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

1. Schedules "A" and "B" annexed hereto are incorporated by reference and made a part of this Agreement.

2. For each Employee executing an Employee Agreement attached at Schedule "B," the District shall recoup the corresponding Total Amount Owed set forth in Schedule "A" by deducting payments towards such amount in equal installments commencing on the first payroll cycle following full execution of this Agreement and the applicable Employee Agreement, and continuing through the last payroll cycle in the 2026 calendar year. To the extent the Amount Owed cannot be equally divided among the applicable payroll cycles, any remainder of the Total Amount Owed shall be deducted from the last payroll cycle in the 2026 calendar year.

3. Each Employee executing an Employee Agreement attached at Schedule "B" agrees to pay the amount shown in Schedule "A" of this Agreement, which is also reflected in the Employee Agreements set forth in Schedule "B," on or before January 31, 2026 to the extent that such amount is not paid by payroll deduction by such time.

4. This Agreement shall be governed by and construed in accordance with the Laws of the State of New York. In any proceeding concerning the enforcement or enforceability of a default under the Employee Agreement(s), the parties consent to personal jurisdiction in the courts of Suffolk County, New York.

5. If any provision of this Agreement shall be deemed unlawful, invalid or unenforceable, such illegality and validity or unenforceability shall not affect the remaining provisions of this Agreement.

6. The Unit shall not, under any circumstances, commence and/or file any grievance, demand for arbitration, arbitration, improper practice charge, complaint, or any other proceeding and/or cause of action, or litigation, of any kind and nature, in any forum or jurisdiction based upon the facts underlying this Agreement, except as to a proceeding pursuant to the grievance machinery of the CBA to resolve disputes concerning the terms and provisions of this Agreement or its enforcement with the exception of an action in State court concerning an Employee default.

7. The parties to this Agreement understand and agree the foregoing provisions have been granted due to the unique circumstances referenced herein and shall not be construed as a modification of any provision of the CBA or any practice which may exist as between them.

8. This Agreement is not precedent setting, does not establish a practice, and shall not be utilized by any party in any grievance, arbitration or claim of any kind, except as necessary to enforce its terms.

9. This Agreement is the complete and exclusive statement of the Agreement between the parties and supersedes all prior or contemporaneous, oral or written: agreements, proposals, understandings, representations, conditions or covenants between the parties relating to the subject matter of the Agreement.

10. This Agreement may not be amended or modified orally; this Agreement can only be amended or modified by written agreement, signed by authorized representatives for each of the parties to this Agreement.

11. The persons signing this Agreement and/or Employee Agreements hereby confirm that they are fully and appropriately authorized to sign and enter into this Agreement and to bind their principals and/or the parties they represent to its provisions, terms and conditions.

12. Nothing herein shall be deemed to convert a management prerogative into a mandatory subject of bargaining.

13. Should any provision of this Agreement, for any reason, be declared invalid and/or unenforceable, such decision shall not affect the validity of the remaining

provisions of this Agreement. Such remaining provisions shall remain in full force and effect as if this Agreement had been executed with the invalid provision(s) eliminated.

14. The parties have read and fully understand this Agreement and have entered into same knowingly and voluntarily and under no coercion or duress of any kind and nature.

15. This Agreement and/or Employee Agreements may be executed in counterparts, each of which will be deemed an original document and will, together, be deemed to be one and the same instrument.


16. This Agreement is subject to formal approval and execution by the Board of Education.

17. This Agreement has been arrived at mutually and is not to be construed against any party hereto as being the drafter hereof or causing the same to be drafted.

IN WITNESS WHEREOF, the hands of the undersigned.


HUNTINGTON UNION FREE SCHOOL DISTRICT

Date: 6/8/2026

By: 
Xavier Palacios, President
Board of Education

UPSEU BULDINGS AND GROUNDS UNIT

Date: May 21, 2026

By: 
Remi Domenick, President
Buildings and Grounds Unit

Date: MAY 20, 2026

By: 
Kevin Boyle, UPSEU President

SCHEDULE "A"

EMPLOYEE NAME	OVERPAYMENT AMOUNT (WAGES, in dollars)	OVERPAYMENT AMOUNT (OVERTIME, in dollars)	UNDERPAYMENT AMOUNT (OVERTIME, in dollars)	TOTAL OVERPAYMENT AMOUNT (in dollars)
ALZATE, PEDRO	(264.14)	(4.50)		(268.64)
BARONE, NICOLAS J	(259.42)	(37.83)		(297.25)
BEARD, LAHMEL S	(260.42)	(7.87)		(268.29)
BONILLA, OSCAR	(264.14)	(8.14)		(272.28)
CARDINALE, RICHARD J	(283.01)	(8.54)		(291.55)
COLEY, JEREMY R	(253.22)	(36.14)		(289.36)
DEE, JAMES F	(264.14)	(12.90)		(277.04)
DELUCA, CHAD JORDAN	(264.14)	(2.88)		(267.02)
DESMOND, THOMAS A	(301.91)	(31.05)		(332.96)
DOMENICK, REMI	(251.57)	(17.81)		(269.38)
DREHER, CHRISTOPHER J	(301.91)	(1.95)		(303.86)
DUPKAVICH, TROY D	(264.14)	(6.01)		(270.15)
EHLERS, THOMAS LEWIS	(327.04)	(63.89)		(390.93)
ERIKSON, ROBERT E	(312.03)	(4.20)		(316.23)
FARKAS, JOHN R	(283.01)		16.00	(267.01)
GAGLIARDI, FRANCESCO	(264.16)	(146.38)		(410.54)
GONZALEZ, AARON	(264.14)	(14.63)		(278.77)
GREEN, KYHEEM D	(283.97)	(8.96)		(292.93)
GRIMM, MICHAEL J	(264.14)	(24.39)		(288.53)
HABEL, WILLIAM J	(283.01)	(48.91)		(331.92)
HARDY JR, TIMOTHY S	(283.01)	(9.71)		(292.72)
HENDRICKSON, ALLEK A	(228.75)			(228.75)
HUGHES, THOMAS J	(264.14)	(5.63)		(269.77)
HUNTER, DYLAN W	(236.33)	(6.57)		(242.90)
INGA, VINCENT M	(312.03)	(1.20)		(313.23)
KELLY, FAITH P	(264.14)		0.52	(263.62)
LEWIS, JOSEPH P	(277.36)	(9.71)		(287.07)
LYNCH, EDWARD A	(27.80)	(1.25)		(29.05)

MAKOWSKI, ARKADIUSZ	(332.86)	(19.93)		(352.79)
MANWEILER, BRYCE W	(34.76)			(34.76)
MIRANDA, ROBERT T	(297.18)	(31.15)		(328.33)
MORAN, LUIS E	(302.97)	(137.40)		(440.37)
MULLER, JAMES ROBERT	(264.14)	(10.88)		(275.02)
MURPHY, KEVIN O	(312.03)			(312.03)
NELSON, DEVON Q	(264.14)		11.50	(252.64)
O'SHAUGHNESSY, KEVIN L	(264.14)	(15.51)		(279.65)
PACHECO, DANIEL P	(269.95)	(17.92)		(287.87)
RISPOLI, MICHAEL PAUL	(269.95)	(22.80)		(292.75)
RODRIGUEZ, JOSE N	(283.01)	(17.52)		(300.53)
SANCHEZ MOLINA, GERSAIN	(264.14)	(1.76)		(265.90)
SANTOS, ERIC	(264.14)	(5.63)		(269.77)
SESTERAK, JONATHAN J	(264.14)	(42.14)		(306.28)
SESTERAK, SCOTT S	(264.14)	(19.89)		(284.03)
SESTERAK, STEPHEN J	(276.72)	(55.05)		(331.77)
SINGH, DAVINDER	(251.57)	(4.03)		(255.60)
THODE, HENRY C	(264.14)	(10.08)		(274.22)
THOMPSON JR, RAYMOND	(264.14)	(5.88)		(270.02)
TORRES, JOSE A	(264.14)	(19.75)		(283.89)
TRINIDAD, ALBARO D	(264.14)	(2.75)		(266.89)
UMANA, OVIDIO E	(264.14)	(9.75)		(273.89)
VALENTIN, JIM M	(234.94)			(234.94)
WHITE, GUY E	(264.14)	(5.63)		(269.77)
ZAHN, MICHAEL S	(251.57)	(4.55)		(256.12)
ZIELBAUER JR., PETER A	(312.03)	(19.42)		(331.45)

SCHEDULE "B"

EMPLOYEE AGREEMENT

This Rider to the Memorandum of Agreement ("MOA") between the BOARD OF EDUCATION OF THE HUNTINGTON UNION FREE SCHOOL DISTRICT (hereinafter referred to as "District") and the UNITED PUBLIC SERVICE EMPLOYEES UNION BUILDINGS AND GROUNDS UNIT (hereinafter referred to as "Unit") and certain District employees identified in Schedule "A" (collectively the "Employees" and each individually referred to as an "Employee") to the MOA is constituted as follows:

1. **Employee Name:** _____ (referred to as "Employee" in this Employee Agreement).
2. **Overpayment Amount:** \$ _____
3. **EMPLOYEE'S OBLIGATION:**

(A) **Agreement with the terms in the MOA:** Employee is in agreement with all terms set forth in the MOA and shall be deemed to have signed and entered into such MOA by signing this Rider. The MOA and this Rider shall be collectively referred to as the "Agreement."

(B) **Acknowledgement of Debt:** Employee acknowledges a debt in the Overpayment amount shown in paragraph "2" above and has agreed to certain payroll deductions of this Rider and the MOA, the terms of which are incorporated by reference herein as if fully set forth herein.

(C) **Notice of Payment:** In the event the Overpayment in the amount shown at paragraph "2" is not paid by December 31, 2026 by payroll deduction as set forth in the MOA, the Employee agrees they will pay any remaining amount due and owing on or before January 31, 2027.

(D) **Notice of Default:** In the event the Overpayment in the amount shown at paragraph "2" herein is not paid by December 31, 2026 by payroll deduction as set forth in the MOA and Employee fails to pay any remaining amount due and owing on or before January 31, 2027, the Employee shall be in default. In such case, the District shall send Employee a written notice advising them they are in default and if they do not pay the overdue amount by a certain date, the District may require them to pay immediately the full amount of principal which they have not paid with interest at the rate set forth in Civil Practice Law and Rules Section 5004. That date must be at least thirty (30) days after the date on which the notice is mailed to Employee or delivered by other means.

(E) **No Waiver by District:** Even if, at a time when Employee is in default, the District does not require them to pay immediately in full or as described above, the District will still have the right to do so if Employee is in default at a later date.

(F) **Payment of Districts Costs and Expenses:** Employee shall consent to entry of judgment by confession for the full amount pursuant to CPLR § 3218 and levy upon

that judgment for any amounts unpaid. Employee shall pay all filing fees, costs, and reasonable attorney's fees in the event the District must levy judgment.

4. NOTICE: Unless applicable law requires a different method, any notice that must be given to Employee under this Agreement will be deemed to have been given by personal delivery or by mailing it by first class mail at Employee's last known address or at a different address if Employee gives the District a notice of different address. Any notice that must be given to the District under this Agreement will be given by delivering it or by mailing it by first class mail to the District at the address stated above, attention Superintendent of Schools, or if the District has given Employee notice, to a different address.

5. RELEASE: (a) Except with respect to proceedings to enforce this Agreement, in consideration of the promises set forth herein, the Employee, their heirs, administrators, successors, executors and assigns hereby forever release, discharge and hold harmless the District, its Board of Education, Board members, administrators, employees, officers, agents, servants, volunteers, and/or representatives, their heirs, administrators, successors, executors or assigns past, present, and/or future, from any and all liability, legal claims, actions, causes of action, suits, debts, dues, sums of money, accounts, judgments, extents, executions, damages, wages, compensation, benefits, rights, obligations and responsibilities of any kind and nature, sick days, and demands whatsoever, in law, admiralty or equity which as against the District, its Board of Education, Board members, administrators, employees, officers, agents, servants, volunteers, and/or representatives the Employee, their heirs, executors, administrators, successors or assigns ever had, now have or hereafter shall or may have for, upon, or by reason of any matter or cause or thing whatsoever, from the beginning of the world to the date of this release, regarding the Overpayment Amount, this Agreement, the Employee Agreement or its terms, the payroll deductions, sick day deductions, or the underlying facts.

(b) The Employee further affirms that they have had the opportunity to be fully and fairly represented by counsel including, but not limited to, consult with such counsel concerning the ramifications of this Agreement, and that he or she has read and fully understood and accepts all the terms, provisions, and conditions contained in this Agreement, and acknowledges that he or she has not been misled in any way by the District, its Board of Education, Board members, officers, administrators, employees, agents or representatives.

6. COMMENCEMENT OF LITIGATION: Employee, their heirs, administrators, executors, successors and/or assigns will not, under any circumstances, file and/or commence any civil or other action, litigation, or administrative or other proceeding of any kind and nature, in any Court or other forum, or any jurisdiction, for any reason, including, but not limited to, the aforesaid payroll deductions, the Overpayment, regarding any illegal, inappropriate, or excessive penalty, multiple penalties, benefits, double jeopardy, compensation, wages, monetary amounts, damages, other rights and/or benefits, the facts and circumstances underlying this Agreement,

