

## MEMORANDUM OF AGREEMENT

THIS AGREEMENT, made this 20<sup>TH</sup> 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: \_\_\_\_\_


By: \_\_\_\_\_  
Xavier Palacios, President  
Board of Education

UPSEU BULDINGS AND GROUNDS UNIT

Date: 5/21/2026

By:   
Remi Domenick, President  
Buildings and Grounds Unit

Date: 5/20/2026

By:   
Kevin Boyle, UPSEU President