

MEMORANDUM OF AGREEMENT

THIS AGREEMENT made this 10th day of February, 2025, by and between the Board of Education of the Huntington Union Free School District (“District”) and the United Public Service Employees Union – Food Service Unit (“Unit”) is constituted as follows:

WHEREAS, the District and the Unit are parties to a to a collective bargaining agreement (“CBA”) dated July 1, 2024 through June 30, 2028;

WHEREAS, a Memorandum of Agreement (“MOA”) was approved by the District on January 13, 2025 in connection with the CBA; and

WHEREAS, the MOA contains a clerical error that the parties wish to correct.

NOW, THEREFORE, the parties mutually agree as follows:

1. Paragraph 8 of the MOA shall be modified as follows: “... Effective July 1, 2025, the minimum wage for the above titles shall be increased by \$.50 per hour over the rates paid to such employees as of ~~June 30~~, July 1, 2024...”
2. Paragraph 9 of the MOA shall be modified as follows: “... Effective July 1, 2025, the rate of pay for the above titles shall be increased by \$.75 per hour over the rates paid to such employees as of ~~June 30~~, July 1, 2024...”
3. Except as modified herein, the CBA shall remain in full force and effect.
4. Except as specifically set forth herein, it is agreed that the provisions of this Agreement shall be non-precedent setting, shall not constitute a practice or a policy on the part of the District or the Unit, and shall not be construed as modifying any of the terms of the existing Collective Bargaining Agreement, or any practices that may exist between the District and the Unit.
5. The parties agree that this Agreement contains the entire understanding between the parties and that there are no representations, conditions, understandings, promises, or consideration of any nature whatsoever, except as herein expressed.
6. This Agreement shall not be deemed to convert otherwise non-negotiable subjects into mandatory subjects of bargaining.
7. This Agreement shall not be utilized by the District or the Unit in any grievance, arbitration, charge or claim of any kind, except as necessary to enforce the terms of this Agreement.
8. The failure of either party to enforce any provision of this Agreement shall not be construed as a waiver or limitation of that party’s right to subsequently enforce every provision of this Agreement.

9. 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.
10. This Agreement and the rights and obligations of the parties hereunder shall be construed in accordance with, and governed by, the laws and regulations of the State of New York and applicable Federal laws and regulations.
11. It is agreed that the mechanism to enforce the terms of this Agreement is the grievance procedure set forth in the applicable Collective Bargaining Agreement between the parties.
12. 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.
13. This Agreement may not be amended or modified orally; this Agreement can only be amended or modified by written agreement, signed by authorized representatives of both parties.
14. This Agreement, and any amendments to this Agreement, will not be in effect until it is approved by the Board of Education, pursuant to a resolution passed by a majority of its full membership.
15. This Agreement may be executed in counterparts, each of which when executed shall be deemed to be an original and all of which together shall constitute a single instrument binding upon the Parties.
16. This Agreement may be delivered by facsimile or electronic transmission. The facsimile or electronic transmission of any signed original document or any retransmission of any signed facsimile or electronic transmission will be deemed the same as delivery of an original.
17. Each of the individuals signing this Agreement on behalf of any of the Parties represents that he/she has authority to sign on behalf of the entity for which they have acted as signatory.

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SIGNATURES ON FOLLOWING PAGE

1/28/2025

IN WITNESS WHEREOF, the parties hereto have set their hands and seals as delineated below:

HUNTINGTON UFSD

Dated: _____

BY: _____
XAVIER PALACIOS
President, Board of Education

**UNITED PUBLIC SERVICE EMPLOYEES
UNION DISTRICT FOOD SERVICE UNIT**

Dated: 1/30/2025

BY: 
RONALD CLEARY
Labor Relations Specialist