

**MEMORANDUM OF AGREEMENT  
BETWEEN THE  
RED CREEK CENTRAL SCHOOL DISTRICT  
(THE "DISTRICT")  
AND THE  
CIVIL SERVICE EMPLOYEES ASSOCIATION LOCAL 1000,  
AFSCME – AFL-CIO WAYNE COUNTY LOCAL 859, RED CREEK UNIT  
(THE "ASSOCIATION")**

**WHEREAS**, the District and the Association are parties to a collective bargaining agreement dated July 1, 2022 to June 30, 2024 (the "CBA"); and

**WHEREAS**, the CBA has Health Insurance contribution rates for full time and part time unit members; and

**WHEREAS**, the District had been withholding too much money from some full-time unit members at the part-time member contribution rate; and

**WHEREAS**, the Parties wish to establish a repayment method for the affected members of the Association.

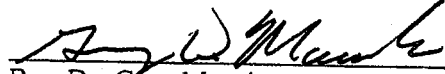
**IT IS HEREBY AGREED AS FOLLOWS:**

1. The District shall present each affected unit member and the Association with an accounting of the over-withheld funds.
2. The District shall credit the amount over-withheld for each affected unit member to be used to pay future active and/or retiree health insurance premiums.
3. These funds shall be used to pay future health insurance premiums for each affected unit member until either: (1) the funds are exhausted or (2) the employee resigns or is otherwise terminated.
4. If an affected unit member resigns or is otherwise terminated, they shall open a 403(b) account and the District shall transfer the balance to the 403(b) account for the members future use in any way permitted by the rules governing 403(b) accounts.
5. This Memorandum of Agreement does not create or establish a precedent for any other matter and does not entitle any other unit member to any payment or benefit.
6. This Memorandum of Agreement constitutes the full and complete agreement of the parties and may not be modified, altered, or changed orally. No alteration or amendment shall be made without written consent of the parties to this Memorandum of Agreement.
7. Should any provision of this agreement be declared or determined by any court or reviewing officer or entity to be illegal or invalid, the validity of the remaining provisions shall not be affected thereby and the illegal or invalid provision shall be severed from this agreement,

provided severance of the invalid or illegal provision does not defeat the intent of the parties as reflected in this Memorandum of Agreement.

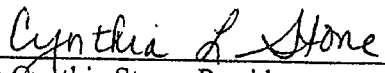
**Red Creek Central School District**


December 5, 2022

  
By: Dr. Greg Macaluso,  
Interim Superintendent of Schools

**CSEA Local 1000, AFSCME – AFL-CIO Wayne  
County Local 859, Red Creek Unit**

December \_\_, 2022

 1/3/23  
By: Cynthia Stone, President

 CRS  
CSEA

**MEMORANDUM OF AGREEMENT  
BETWEEN THE  
RED CREEK CENTRAL SCHOOL DISTRICT  
(THE "DISTRICT")  
AND THE  
CIVIL SERVICE EMPLOYEES ASSOCIATION LOCAL 1000,  
AFSCME – AFL-CIO WAYNE COUNTY LOCAL 859, RED CREEK UNIT  
(THE "ASSOCIATION")**

**WHEREAS**, the District and the Association are parties to a collective bargaining agreement dated July 1, 2022 to June 30, 2024 (the "CBA"); and

**WHEREAS**, the District and Association agreed on a pay increase for Bus Drivers in a memorandum of agreement dated 12/20/2022; and


**WHEREAS**, the parties wish to provide an increase in the hourly rate for all other members of the Association.

**IT IS HEREBY AGREED AS FOLLOWS:**

1. Effective upon approval of this agreement by the District's Board of Education, all members of the Association, with the exception of Bus Drivers, shall receive a one-time increase to their base wages of six cents (\$.06) for each full year of service with the District.
2. This Memorandum of Agreement does not create or establish a precedent for any other matter and does not entitle any other unit member to any payment or benefit.
3. This Memorandum of Agreement constitutes the full and complete agreement of the parties and may not be modified, altered, or changed orally. No alteration or amendment shall be made without written consent of the parties to this Memorandum of Agreement.
4. Should any provision of this agreement be declared or determined by any court or reviewing officer or entity to be illegal or invalid, the validity of the remaining provisions shall not be affected thereby and the illegal or invalid provision shall be severed from this agreement, provided severance of the invalid or illegal provision does not defeat the intent of the parties as reflected in this Memorandum of Agreement.

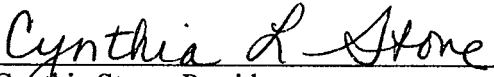
**Red Creek Central School District**

December 20, 2022

  
By: Dr. Greg Macaluso,  
Interim Superintendent of Schools

**CSEA Local 1000, AFSCME – AFL-CIO Wayne  
County Local 859, Red Creek Unit**

December 20, 2022

  
By: Cynthia Stone, President

  
Per WHK LRS  
CSEA

**Red Creek Central Schools and CSEA-Local 859, Unit #9103**

**Letter of Understanding (LOU) regarding Article IX, Vacations**

The purpose of this LOU is to clarify the intentions of the parties (during recent negotiations) with respect to new-hire vacation earning and utilization.

**Clarification of Section 2.**

**A:** Newly hired employees shall earn one half (1/2) day upon each two (2) months of continuous employment from their date of hire through June 30<sup>th</sup>. These days are eligible for use upon the date they are earned. On July 1<sup>st</sup> the employee will be granted five (5) days.

Thereafter employees shall follow the schedule defined in the vacation accrual schedule upon each anniversary for scheduling in the following July 1st vacation year as follows:

**B.** Ten (10) full days earned after the third anniversary date for use and scheduling beginning the following July 1<sup>st</sup>.

**C.** Fifteen (15) full days earned after the seventh anniversary date for use and scheduling beginning the following July 1<sup>st</sup>.

**D.** Twenty (20) full days earned after the fifteenth anniversary date for use and scheduling beginning the following July 1<sup>st</sup>.

For the District \_\_\_\_\_

For the CSEA Unit \_\_\_\_\_

CSEA LRS \_\_\_\_\_

Date \_\_\_\_\_

## MEMORANDUM OF AGREEMENT

**THIS MEMORANDUM OF AGREEMENT (“MOA”)** is entered into this \_\_\_\_ day of December, 2023, by and between the Red Creek Central School District (the “District”) (hereinafter referred to as the “District” or “Red Creek CSD”), having its district offices located at 6574 South Street, Red Creek, New York 13143, and the **Civil Service Employees’ Association, Inc., Local 1000 AFSCME, AFL-CIO, representing the Red Creek CSD Unit #9103, Wayne County Local 859** (hereinafter referred to as the “Union”).

**WHEREAS**, the District and the Union entered into a collective bargaining Agreement, dated July 1, 2022 (hereinafter the “Agreement”); and

**WHEREAS**, Article II, Section 7, provides terms directing when non-teaching staff shall be allowed opportunities to act as chaperons, but does not include opportunities for teaching assistants to cover classes or administrative assignments when teaching staff and substitutes are unavailable; and

**WHEREAS**, the parties agree that it is to the benefit of both the District and the Union to give teaching assistants opportunities to cover classes and administrative assignments, if necessary; and,

**WHEREAS**, the parties have met to discuss the foregoing subject and agree that this MOA is in the best interests of the parties.

**NOW, THEREFORE**, in consideration of the mutual undertakings and covenants contained herein, the mutual benefits expected to be derived from the performance thereof and other good and valuable consideration, the parties stipulate and agree as follows:

1. Article II, Section 7 of the Agreement shall include opportunities for teaching assistants to cover classes or administrative assignments when teaching and substitutes are absent, if such coverage is not in conflict with existing negotiated agreement(s). If a teaching assistant member agrees to provide said coverage, then that member shall be compensated \$25 per class or assignment, but shall not receive more than \$50 per day for such coverage.
2. **No Precedent**. The parties agree that this Agreement shall not be used by any party to establish a practice, past practice, or precedent in any manner whatsoever.
3. **Sunset Clause**. This Memorandum shall sunset on June 30, 2024, or upon the agreement of the parties to a new collective bargaining agreement, whichever occurs earlier.

4. **Entire Agreement.** This MOA constitutes the entire agreement and understanding between the parties on the issue addressed herein and supersedes all prior agreements and understandings, whether written or oral. The parties acknowledge that no representation, promise, inducement, or statement of intention has been made by any party to this MOA that is not embodied in this MOA and agree that no party shall be bound by, or liable for, any alleged representation, promise, inducement, or statement of intention not set forth herein.
5. **Enforceability.** The parties agree that the invalidity or unenforceability of any provision hereto shall in no way affect the validity or enforceability of any other provision. No provision or provisions of this MOA may be added to, deleted or modified in any manner unless in writing signed by all the parties hereto.
6. **Modification.** This MOA shall not be modified except by a writing signed by all the parties.
7. **Acknowledgement.** The parties herein acknowledge that during the course of resolving this matter, they were fully and fairly represented; that they had the right and opportunity to propose terms of this MOA, having read and fully understood its terms; and that all understandings and agreements arrived at between the parties are fully set forth in this MOA.
8. **Dispute Resolution.** If any dispute arises with regards to this MOA, the matter shall be handled as a grievance pursuant to the Agreement between the parties.

**IN WITNESS WHEREOF**, the parties have hereunto set their hands and seals on the day and date written below.

**FOR THE RED CREEK  
CENTRAL SCHOOL DISTRICT:**

By: \_\_\_\_\_  
Matt VanOrman  
District Superintendent  
December \_\_\_\_, 2023

**FOR THE CSEA UNION:**