

**Memorandum of Agreement  
Between  
Onondaga-Cortland-Madison BOCES  
and the  
Cortland-Onondaga-Madison BOCES Organization ("OCM COMBO")**

This Memorandum of Agreement ("MOA") made this 22<sup>nd</sup> day of January 2021, by and between the Onondaga-Cortland-Madison Board of Cooperative Educational Services ("OCM BOCES") and OCM COMBO (collectively the "Parties") for the purpose of addressing the unprecedented circumstances surrounding the ongoing COVID-19 pandemic.

**RECITALS:**

**WHEREAS**, OCM BOCES and OCM COMBO are parties to a Collective Bargaining Agreement dated July 1, 2018 through June 30, 2021 ("CBA");

**WHEREAS**, a state of emergency has been declared by New York State concerning the outbreak of the COVID-19 virus;

**WHEREAS**, OCM BOCES reopening for the 2020-2021 school year has been subject to certain health related requirements, recommendations, and mandates by the Governor of the State of New York, the New York State Department of Education, the New York State Department of Health, and or local county departments of health, which may require adjustments to the operations of the OCM BOCES educational programming and delivery for students throughout the course of the current school year, including but not limited to, the use of virtual and hybrid instruction;

**WHEREAS**, employees' entitlement to leave with pay for lack of childcare and/or school closure due to COVID-19 as required under the Families First Coronavirus Relief Act expired on December 31, 2020;

**WHEREAS**, there is no provision of the Parties collective bargaining agreement or requirement under law that would permit an employee to be absent from work due to lack of childcare;

**WHEREAS**, the Parties acknowledge that remote work may be needed under some circumstances and may be available and permissible, either due to closure of the school buildings to in-person attendance, employee(s) quarantines, or due to an employee's lack of childcare or school closure due to COVID, and under limited circumstances at some point during the remainder of the 2020-2021 school year.

**NOW THEREFORE**, the Parties agree to the following:

1. The Parties recognize that due to a potential COVID-19 infection or outbreak, there could be circumstances where one or more employees are subject to an order of isolation and or quarantine in their home, but are capable of performing their duties remotely.
2. Where an employee is subject to an order of isolation or quarantine, the District Superintendent, or his/her designee, may permit such employee to

provide remote work from their home during such period of isolation and or quarantine, provided, at the sole discretion of OCM BOCES, it is determined the employee is able to perform their duties remotely.

3. Where an employee's child's school or daycare is unavailable due to COVID-19, and the employee has:
  - a. submitted a written request for leave or a request to work remotely during such period of unavailability; and
  - b. the employee has demonstrated in writing, to the satisfaction of the District Superintendent or his her designee, that such conditions warrant such actions:

then the District Superintendent or his her designee, may permit such employee to provide remote work from their home during such period of the employee's child's school and or daycare unavailability for up to ten (10) work days; provided the District Superintendent or his her designee has determined the employee is able to perform their duties remotely.

4. The District Superintendent, or his her designee, shall have the sole discretion to either approve or deny an authorization for an employee to provide remote work under the terms of this MOA. Where such remote work is approved by OCM BOCES, the employee shall not be required to use any paid leave accruals and shall not be charged with the use of COVID-19 leave under New York's COVID-19 leave law.
5. In the event the employee has satisfied Section 3 (a) and (b) above but it is determined the employee is unable to perform their duties remotely, the District Superintendent or his her designee may permit the use of up to ten (10) sick days from the employee's sick leave accruals for the employee's child's school and or daycare unavailability.
6. In the event the employee has demonstrated extraordinary circumstances related to COVID 19, to the satisfaction of the District Superintendent, the District Superintendent shall be permitted to approve additional use of the employee's sick leave accruals or additional remote work in accordance with the terms of this MOA, as needed.
7. The Parties agree that the District Superintendent's decision, or that of his her designee, to either permit or deny any employee's request to work remotely or use sick days as set forth herein, shall be at their sole discretion and determination and shall not be subject to the grievance procedures under the Parties collective bargaining agreement.
8. This MOA is limited to specific circumstances where an employee is approved to provide remote work during the employee's period of isolation and or quarantine pursuant an order from the Department of Health; OR during a period of unavailability for an employee's child's school and or daycare for a time period as approved by the District Superintendent or his her designee.
9. This MOA and the terms and conditions herein are based upon unique circumstances relating to the COVID-19 pandemic, and neither OCM BOCES nor the OCM COMBO

may rely upon or use the content of this MOA as a basis to argue for or to establish a practice, past practice or precedent in any matter whatsoever.

10. Neither this MOA, nor any actions taken pursuant to the terms of this MOA, shall set forth a precedent or practice in the interpretation and application of the Collective Bargaining Agreement by and between OCM BOCES and the OCM COMBO, nor shall it establish a binding practice between OCM BOCES and the Union.
11. The Parties recognize and OCM BOCES reserves the right to review, change, or revoke any approval for an employee's permission to provide remote work or usage of sick leave at any time based upon the District Superintendent's determination and evaluation of the circumstances.
12. This Agreement shall sunset on June 30, 2021.


**IN WITNESS THEREOF**, the parties hereto have executed this MOA the day and year first above written. By their signatures below, the parties hereby agree to the above terms and conditions.

**FOR OCM BOCES:**

  
\_\_\_\_\_  
Matthew Cook, District Superintendent

  
\_\_\_\_\_  
Date

**FOR THE OCM COMBO:**

  
\_\_\_\_\_  
Louis Lardear, President

  
\_\_\_\_\_  
Date