

**MEMORANDUM OF AGREEMENT  
BY AND BETWEEN  
BOARD OF COOPERATIVE EDUCATIONAL SERVICES FIRST SUPERVISORY  
DISTRICT OF SUFFOLK COUNTY  
AND  
BOCES EDUCATORS OF EASTERN SUFFOLK**

*AGREEMENT* made this \_\_\_\_\_ day of April 2020, by and between the Board of Cooperative Educational Services First Supervisory District of Suffolk County (“Agency”) and the BOCES Educators of Eastern Suffolk (“Association”).

*WHEREAS*, the Agency and the Association are parties to a collective bargaining agreement (“CBA”) covering the period of July 1, 2019 through June 30, 2024; and

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

*WHEREAS*, the outbreak of COVID-19 resulted in the cessation of traditional school operations for several weeks; and

*WHEREAS* the Agency and the Association agree that every reasonable effort should be made to provide educational programming during any cessation of normal operations; and

*WHEREAS*, the Agency and the Association agree that despite these concerns, there is mutual desire to maintain a continuity of learning during cessation of proper educational operation that may last for several weeks; and

*WHEREAS*, the parties have utilized all reasonable efforts to develop the distance learning program to meet the necessary components of a “Continuity of Learning Program” as defined by the New York State Department of Education in its 3/13/20 guidance; and

*WHEREAS*, the Association and the Agency agreed to begin the distance learning program on March 18, 2020 to continue to address all the educational needs of our students; and

*WHEREAS*, Association members have provided educational services and distance learning plans consistent with their contractual requirements on a daily basis during the school closure period due to COVID-19; and

*WHEREAS*, both parties acknowledge Executive Order 202.11 and additional directives from the Governor of New York and the New York State Education Department will have an impact on the collective bargaining agreement, including but not limited to the likelihood of an extended school year beyond the number of required days; and

WHEREAS, Executive Order 202.11 mandates that all “public must continue plans for alternative instruction options, distribution and availability of meals, and child care” during the period of April 1, 2020 through April 15, 2020; and

NOW, THEREFOR, IT IS HEREBY AGREED by and between the parties as follows:

1. Effective immediately, certificated employees covered under the Blue CBA and Teaching Assistants “bumped up” to temporary teaching positions will be granted two (2) “Pandemic Personal Days” (“PPD”). Said days may be utilized anytime, without reason, during the remainder of the 2019/20 school year while Distance Learning is in place. The PPD shall not carry forward at the conclusion of Distance Learning or be accumulated into an individual’s sick/personal day account.
2. Effective July 1, 2020, all unit members covered under the Blue and Yellow CBA’s shall receive an additional Pandemic Personal Day to be utilized, without reason, during the 2020/21 school year. This additional PPD shall not carry forward or be accumulated into an individual’s sick/personal day account at the conclusion of the 2020/21 school year.
3. This Agreement does not preclude the Association from enforcing the Collective Bargaining Agreement or any other source of right.
4. All terms and conditions of the Collective Bargaining Agreement between the Agency and the Association are in full force and effect. Entering into this agreement shall not modify the Collective Bargaining Agreement.
5. This Agreement will sunset and be of no force or effect as of June 30<sup>th</sup>, 2020, and shall not be admitted into evidence in any judicial or quasi-judicial forum including but not limited to collective bargaining, grievance arbitration, PERB hearing, court matter or any other similar proceeding except for the purpose enforcing the provisions of this Agreement.
6. This Agreement may not be amended or modified orally; the Agreement can only be amended or modified by written agreement, signed by authorized representatives of both parties.

In WITNESS THEREOF, the parties hereto have executed this Agreement the day and year first above written.

For the Association:

For the Agency:

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