

**MEMORANDUM OF AGREEMENT  
BETWEEN  
THE BOARD OF COOPERATIVE EDUCATIONAL SERVICES  
OF NASSAU COUNTY  
AND  
NASSAU BOCES EDUCATIONAL ADMINISTRATORS' ASSOCIATION**

**REMOTE WORK PROGRAM**

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**WHEREAS**, the "Future of Remote Work Committee," consisting of representatives from various departments and several collective bargaining units (hereinafter the "Committee"), was created during the 2021-2022 school year and charged by the Board of Cooperative Educational Services of Nassau County ("Nassau BOCES") with formulating recommendations for the creation of a remote work pilot program, wherein eligible employees could request to work from remote locations on an as-needed basis;

**WHEREAS**, remote work pilot programs were operated during the 2021-2022 school year, through the summer of 2022, and the 2022-2023 school year and, on the basis of such experiences, the Committee was reconvened to formulate updated recommendations for a remote program to be instituted in the 2023-2024 school year;

**WHEREAS**, Nassau BOCES desires to institute a remote work program during the 2023-2024 school year which is modeled after the Committee's updated recommendations (hereinafter the "Program");

**WHEREAS**, Nassau BOCES and the Nassau BOCES Educational Administrators' Association ("Association") are parties to a Memorandum of Agreement ("MOA") for the period July 1, 2022 through June 30, 2025;

**WHEREAS**, the Association wishes to afford eligible members of its bargaining unit (hereinafter "unit members") the opportunity to participate in the Program and, thus, now enters into this Memorandum of Agreement (hereinafter the "Agreement"); and

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

1. The above "Whereas" clauses are expressly incorporated and made a substantive part hereof.
2. The parties acknowledge that not all bargaining unit members have responsibilities which may effectively be performed from a remote work location. Nassau BOCES shall have sole discretion in determining eligibility of titles, as well as eligibility of specific unit members (regardless of title), for participation in the Program but agrees to exercise good faith in all such determinations. This determination of eligibility shall not be grievable, arbitrable nor appealable in any forum.
3. Unit members must be employed by Nassau BOCES for at least six (6) months measured from the unit member's effective start date to establish eligibility to apply for participation in the Program.
4. Each department shall establish a procedure to be followed by eligible unit members who wish to request permission to work from a remote work location, inclusive of the minimum amount of advance notice that must be provided to the department. Such procedure shall be clearly communicated to eligible unit members.
5. Supervisors shall have the discretion to deny a unit member's request if the proposed use interferes with the ability of the individual or the department to address required work or otherwise interferes with the needs of the department or the Agency. The denial of a unit member's application for participation in the Program shall not be grievable, arbitrable nor appealable in any forum.
6. Unit members shall be eligible to work from a remote work location for a maximum of one (1) day per week, during their regular work hours, subject to supervisory approval. No unit member shall be permitted to work remotely on a Friday and the Monday that follows said Friday. If a Nassau BOCES-recognized holiday falls on a Monday, no unit member shall be permitted to work remotely on the Tuesday that follows said Monday.
7. Such entitlement must be used in full day increments only, and the unit member's remote work location must be within the State of New York, within a two-hour commute of their assigned location of work.
8. Unit members may not roll over unused approved remote days to subsequent weeks or months. If a unit member is unable to work remotely on a previously approved day for personal reasons or due to the needs of the department, the day shall be cancelled and forfeited.



9. Unit members who have been approved for participation in the Program shall be required to individually execute a form acknowledging and agreeing to the terms and conditions set forth in Attachment 1 to this Agreement.
10. Nassau BOCES may revoke a unit member's eligibility to participate in the Program at any time and for any reason, including but not limited to departmental need or failure to comply with the terms and conditions set forth in Attachment 1 to this Agreement. Revocation for any such reason shall not be grievable, arbitrable or appealable in any forum.
11. Nassau BOCES may modify any of the foregoing and/or attached terms and conditions of participation in this Program or may unilaterally establish new terms and conditions at the discretion of the District Superintendent/Deputy Superintendent or designee.
12. This Agreement constitutes the full and complete agreement between the parties and supersedes all prior agreements and understandings with respect to the subject matter herein. This Agreement may not be extended, altered, changed, added to, deleted from, or modified except through the mutual written consent of the parties.
13. The terms of this Agreement shall not constitute a modification of the CBA between the parties except as expressly provided herein. All provisions of the current CBA shall remain in full force and effect. This Agreement shall not be incorporated into the parties' successor CBA but shall survive execution of such agreement unless sooner terminated by Nassau BOCES in accordance with the provisions contained herein.
14. This Agreement shall not serve as a past practice or precedent for any of the parties in any forum, nor may it be used and/or cited by any of the parties in any future negotiations, grievance, arbitration or litigation.
15. This Agreement is contingent upon approval by the Nassau BOCES Board of Education.
16. The Program will begin immediately following Nassau BOCES' approval of this Agreement.
17. The Program may be unilaterally cancelled by the District/Deputy Superintendent or designee, at any time, upon twenty-four (24) hours written notice to the Association.
18. This Agreement shall be subject to annual evaluation by the administration.
19. The Association herewith waives the applicability of Section 209-a(1)(e) of the Taylor Law to the terms of this Agreement.

20. The parties shall take such other and further actions needed to effectuate the intent of this Agreement.

BOARD OF COOPERATIVE EDUCATIONAL SERVICES  
OF NASSAU COUNTY

By: James R. Widmer Date: 9/22/23  
James R. Widmer  
Deputy Superintendent

Nassau BOCES Educational Administrators' Association

By: Monica Savino Date: 9/18/2023  
Monica Savino  
President