

**MEMORANDUM OF UNDERSTANDING
BETWEEN
SYRACUSE CITY SCHOOL DISTRICT AND
SYRACUSE TEACHERS ASSOCIATION**

Unit 7 COVID-19 Shutdown and Work Agreement

This Memorandum of Agreement is hereby made and entered into by and between Syracuse City School District (hereinafter referred to as the "District") and The Syracuse Association of Teachers (hereinafter referred to collectively as the "Association").

WHEREAS, the Association represents employees in Unit 7 Food and Nutrition Service Employees; and

WHEREAS, the spread of COVID-19 has necessitated the closure of schools; and

WHEREAS, many students in the District rely on schools for regular meals and would go hungry absent participation in the school nutrition program; and

WHEREAS, the District needs some, but not all, Unit 7 employees to continue working to make and distribute food for students during the closure; and

WHEREAS, the Parties also wish to establish other conditions of employment that will best ensure that students, families, and staff are supported during the school closures.

NOW, THEREFORE, the Parties stipulate and agree as follows:

1. For March 18, 19, and 20, 2020, all Unit 7 members shall report to their regular work sites, unless otherwise directed. Their work shall be assigned thereafter by the Director of Food Services and they may be reassigned to a different school based on need.
2. Starting March 23, 2020, the District shall designate a weekly rotation for Unit 7 members to fill the food preparation at the three designated sites. Positions for the thirty-four sites for food distribution may be completed by any Unit 1, 7, 8, or 10 members not otherwise assigned duties at the time of distribution.
3. If a member is unable or unwilling to work, they will notify both Louis Copani and Bernard Washington as soon as possible before their shift. This person will either be charged paid time off, or shall be unpaid for the duration of their break or until their next scheduled shift if they then choose to work. Other employees may volunteer or be directed to cover these shifts, subject to approval of the Office of Food and Nutrition.
4. If there are insufficient volunteers for the titles required to ensure proper preparation and distribution of meals to students, the Director of Food Services may direct employees to report to work.
5. To the extent possible, the District shall rotate non-voluntary service during the school closures and that rotation shall be based on seniority.

6. The District agrees that, for the remainder of the 2019-2020 school year, during any period of school closures and in exchange for providing sufficient volunteers to ensure continuity of preparation and distribution of meals, Unit 7 members shall continue to receive compensation equal to their regularly scheduled hours or the hours that they actually work during a work week, whichever is more. If Unit 7 members take sick time or refuse to work such that the District cannot provide sufficient continuity of preparation and distribution of meals, Unit 7 members shall not continue to receive compensation.
7. The District may use unpaid volunteers or volunteers from other bargaining units to assist with food distribution. The Association agrees that it shall not file any complaint alleging that the District has unlawfully subcontracted bargaining unit work as a result of utilizing individuals outside of Unit 7 for this purpose. The District agrees that it shall not allege as a defense in any future matter that work is not exclusive bargaining unit work because it was performed by individuals outside of Unit 7 during the school closures.
8. The District agrees that, for the remainder of the 2019-2020 school year, it shall suspend usual requirements for the use of illness days. During the 2019-2020 school year, Unit members shall be allowed to use an unlimited number of accrued illness days for family illness or for personal use on days that they are required to work. Should a Unit member exhaust all illness days, the member shall be allowed to borrow time from the 2020-2021 school year. Should the Unit member's employment terminate, whether voluntarily or involuntarily, before the 2020-2021 school year begins, the member shall not be required to reimburse the District for any negative illness day balance.
9. This Agreement is entered into solely due to the extraordinary circumstances caused by the state of emergency declared because of the COVID-19 and shall not create any precedent or past practice.

Due to the changing nature of the COVID-19, the parties agree to continue communicating and negotiating based on the needs of our community. The parties acknowledge and understand that the District and its employees will be obligated to meet any minimum requirements of law, guidance, or regulations from the New York State Department of Education or New York State. The parties may reconvene to negotiate terms and conditions beyond those required.

This memorandum shall be fully executed and take effect as of the last date of approval as completed by the parties below.

Jaime Alicea 3/16/20
Jaime Alicea Date
Superintendent of Schools
Syracuse City School District

William Scott 3/17/2020
William Scott Date
President
Syracuse Teachers Association

Bernard Washington 3-17-2020
Bernard Washington Date
President, Unit 7
Syracuse Teachers Association

