



Rochester City School District
131 West Broad Street • Rochester, New York
www.rcsdk12.org



rochester teachers association
30 North Union Street • Rochester, New York
www.rochesterteachers.com

**MEMORANDUM OF AGREEMENT
THE ROCHESTER CITY SCHOOL DISTRICT
And
THE ROCHESTER TEACHERS ASSOCIATION (RTA)**

WHEREAS, Rochester City School District (the "District") and the Rochester Teachers Association ("RTA"), collectively the "Parties", are signatories to a Collective Bargaining Agreement (hereinafter "CBA") for the period of July 1, 2022, through June 30, 2025; and

WHEREAS, the District is preparing to reconfigure the District; and

WHEREAS, the District will open several new middle schools in 2024-2025; and

WHEREAS, the newly constituted schools shall not yet have School-based Planning Teams until elected after staffing; and

WHEREAS, the Parties believe that a written Memorandum of Agreement is appropriate in order to memorialize their understandings;

NOW THEREFORE IT IS HEREBY UNDERSTOOD AND AGREED AS FOLLOWS:

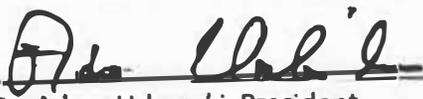
1. **Placement at new schools:** The District and the RTA will constitute interim teams to rank teachers for placement at the new schools. The placement process for unit members for the new schools will occur prior to Teacher Transfer Days.
2. **Transfer 2024-2025:** Section 24.5 of the CBA is amended to provide secondary teachers with application to a maximum of seven (7) schools, and K-12 teachers with application to a maximum of eleven (11) schools, for the transfer process going into the 2024-2025 school year.
3. **Moving Expense:** Teachers who are relocating to a different school or work location as a result of their school closing, and who are in a 1.0 FTE position, moving as a school, or phase-out at the end of the 2023-2024 school year will be afforded a \$500 stipend in recognition of time spent closing up and opening their new classroom outside of the regular work day. Teachers are expected to have their new classroom set up to the extent practicable prior to the start of school in September 2024 in order to receive payment. Teachers who resign from the District will not be eligible for this stipend.
4. **Class Size:** For the initial year (2024-2025) only, the District shall lower general education class sizes in middle schools from a maximum of 28 students to a maximum of 25 students and lower the general education class sizes at elementary schools from a

maximum of 26 students to a maximum of 24 students. The District shall also invest in additional safety and social-emotional supports at the schools. The Parties understand that there may be some exceptions given existing cohort section size at schools. In these cases, the Superintendent and Association President will review those circumstances to determine if any adjustments can be made to the class size.

5. **Professional Learning and Teambuilding:** The RTA and the District agree that unit members in middle schools in the 2024-2025 school year agree to additional professional development and/or teambuilding time and shall be compensated at the applicable contractual rate. The professional development at each affected school shall be jointly developed by teachers and administrators of that school. If any of the additional up to 20 hours of paid professional development and/or teambuilding time is required prior to the start of the school year, the dates by school will be determined and shared by March 1, 2024.
6. **Teacher Recruitment and Retention Incentives:** Certified teachers who apply to teach in middle schools, and are accepted on or before August 15, 2024, shall receive a pensionable stipend of \$5000 for the 2024-2025 school year only as a "hard to staff" differential. Bilingual, ENL/ESOL, or special education certified teachers who apply to teach in middle schools in those positions, and are accepted on or before August 15, 2024, shall receive a pensionable stipend of \$6000 for the 2024-2025 school year only as a "hard to staff" differential.
7. Unit members receiving incentive pay will be required to work the entire 2024-2025 school year, other than for catastrophic or emergency circumstances.
8. New schools shall not have Election to Work Agreements unless designated as Receivership Schools by the New York State Education Department.
9. The Parties expressly warrant that this Memorandum of Agreement represents the full, final and complete understanding of this matter and that it shall be deemed to be a full and complete integration of all promises, conditions, understandings and representations if any between the Parties.
10. Other than expressly provided above, the Parties acknowledge that this Memorandum of Agreement shall not constitute or in any way be interpreted as a waiver of any and all rights which the Parties have pursuant to the CBA.
11. It is agreed by and between the Parties that any provision of this agreement requiring legislative action to permit its implementation by amendment of law or by providing the additional funds therefor, shall not become effective until the appropriate legislative body has given approval.
12. This Memorandum of Agreement shall sunset on July 1, 2025.

IN WITNESS WHEREOF, the Parties have executed this Memorandum of Agreement as of the date last written below.

ROCHESTER TEACHERS
ASSOCIATION

By: 
Dr. Adam Urbanski, President

ROCHESTER CITY SCHOOL
DISTRICT

By: 
Dr. Carmine Peluso, Superintendent

Date: 12-11-2023

Date: 12-11-2023