

TENTATIVE AGREEMENT

Between

THE ROCHESTER CITY SCHOOL DISTRICT (“District”)

And

THE ROCHESTER TEACHERS (“RTA”)

June 18, 2011

WHEREAS, the District and RTA are parties to a Collective Bargaining Agreement (“CBA”) covering the period July 1, 2006 through June 30, 2009; and

WHEREAS, the above-referenced CBA was extended by virtue of a one-year extension agreement, covering the period July 1, 2009 through June 30, 2010; and

WHEREAS, the CBA is currently extended by operation of *Civil Service Law* §209-a.1 (e) while the District and RTA have been negotiating for a successor agreement; and

WHEREAS, RTA and the District have reached a tentative agreement as specified below:

The parties acknowledge that before the tentative agreement becomes final, the RTA membership must ratify said agreement and the school board of the District must vote on and approve the tentative agreement. Both the District and RTA represent that they will seek the required approvals as soon as practicable. Unless modified by the content of this tentative agreement, the terms and conditions of the above-referenced CBA will remain unchanged.

NOW THEREFORE, the tentative agreement agreed to by the District and RTA is as follows:

1. Duration July 1, 2010 – June 30, 2013
2. Salary
 - a. The increase for 2010/2011 shall be limited to Triborough salary increases.
 - b. The salary increase for school years 2011/2012 and 2012/2013 shall be benchmarked as stipulated in the current collective bargaining agreement. The parties acknowledge that they have met to benchmark salary adjustments for the 2011/2012 school year, and have agreed that the benchmarked amount is 3.53%, inclusive of the Triborough adjustment. The parties further agree that the benchmarked amount for the 2012/2013 school year's agreement shall not exceed the prior year's agreement.
 - c. Increases for the above shall be effective on July 1 of each school year. The parties agree to meet to review and mutually approve a new wage schedule. Furthermore, the parties agree to meet as the Living Contract Committee to negotiate a condensed salary schedule.
 - d. Rochester PreSchool Parent Program teachers shall be placed on Step 8 of the 2011/12 school year and shall thereafter move to Step 9 on the salary schedule and thereafter move consistent with all bargaining unit members. It is understood that the hours will be adjusted to reflect that the teachers will not receive O-T and they will be expected to work the same hours worked in prior school years. All other RPPP members (Parent Group Leaders and Peer Consultants) shall be paid at an hourly rate, which shall be increased from \$25.48 per hour to \$33.00, for the 2011/2012 school year and to \$37.00 for 2012/2013. Consistent with current contract language, they shall be entitled to receive health benefits consistent with other teachers in the unit.
 - e. Interscholastic coaches' salaries/stipends shall be reviewed by the Living Contract Committee no later than by the end of the first semester of 2011/12.
2. The parties agree to meet in January of 2012 to explore the feasibility of a retirement incentive for 2012, based upon a review of the fiscal viability and climate at that time.
3. In School Suspension Staffing: Joint RTA/RCS D Committee shall make recommendations to improve connection to District/Community services and agencies and regarding other pertinent elements of the program.
4. Alternative Work Location (See revised Memorandum Of Agreement).
5. Alternative Educational Settings (See revised Section 61).

6. Annual Professional Performance Review compliance (See revised Memorandum Of Agreement)

7. Payment for RTA Teacher Conference and Visiting Days, and related substitute days, provided in Section 21, is waived for the 2011/2012 school year.

8. Payment for Teacher Incentives: Professional Development Plan Incentive (Section 59 4.b) due in 2011/12 is waived. The parties commit to jointly assess the impact and consider the viability of waiving for the 2012/2013 contract taking into account the structural deficit as well as the educational impact on the bargaining unit.

9. Payment for Curriculum writing (Section 47) shall be waived for the 2011/12 school year. It is understood that participation by teachers in curriculum writing during the 2011/12 school year shall be on a strictly voluntary basis.

10. The RTA will continue to collaborate with the District to help secure and find mutually agreeable uses for the Teacher Incentive Fund.

11. Change to Section 41.16(h): Paid Absence Bank days shall be reduced from .75 to .5 per each day, which will then be added to the Paid Absence-Bank-

12. The parties agree that it is important to improve access to libraries during the summer months for City School District students. As such, the parties agree that the RCSD and RTA shall jointly explore funding and/or obtain support through existing resources, for personnel to staff a mutually agreed upon number of school libraries during summer months.

13. The District may switch RTA bargaining unit members to 22 payroll checks, with teachers having the option of 26 payroll checks, beginning July 1, 2012. Contractual language will be changed to reflect biweekly pay beginning with the second Friday after the academic year commences.

14. The RCSD and the RTA agree to jointly plan and implement a National Board for Professional Teaching Standards (NBPTS certified) teacher-led school for demonstration of accomplished practice, for teacher induction and for teacher professional development. The 2011-2012 year shall be for joint planning. The intent of the planning committee is to connect this initiative to the mandated transformation and school improvement models.

15. The parties agree to continue to meet during the school year to discuss collaborative ways to reduce the district's structural deficit long term.



JOHN PAVONE

CHIEF NEGOTIATOR



JACQUELINE PHIPPS POLITO

CHIEF NEGOTIATOR



ADAM URBANSKI

RTA PRESIDENT



BOLGEN VARGAS

SUPERINTENDENT OF SCHOOLS

DRAFT SALARY SCHEDULE 2011-12 (APPENDIX A)

2010-11 Salary		Steps 2011-12	Salary 2011-12
\$40,791	↘	1	\$41,825
\$41,825	↘	2	\$42,231
\$42,872	↘	3	\$43,301
\$43,999	↘	4	\$44,385
\$44,563	↘	5	\$45,552
\$45,692	↘	6	\$46,136
\$46,848	↘	7	\$47,305
\$47,948	↘	8	\$48,502
\$49,076	↘	9	\$49,641
\$50,589	↘	10	\$50,808
\$51,861	↘	11	\$52,375
\$53,123	↘	12	\$53,692
\$54,662	↘	13	\$54,998
\$56,177	↘	14	\$56,592
\$57,637	↘	15	\$58,160
\$58,798	↘	16	\$59,672
\$60,035	↘	17	\$60,874
\$62,083	↘	18	\$62,154
\$64,275	↘	19	\$64,275
\$65,688	↘	20	\$66,544
\$67,189	↘	21	\$68,007
\$69,250	↘	22	\$69,561
\$70,899	↘	23	\$71,695
\$72,048	↘	24	\$73,402
\$73,725	↘	25	\$74,591
\$75,521	↘	26	\$76,327
\$77,376	↘	27	\$78,187
\$78,764	↘	28	\$80,107
\$80,674	↘	29	\$81,544
\$82,214	↘	30	\$83,522
\$83,684	↘	31	\$85,116
\$85,112	↘	32	\$86,638
\$86,470	↘	33	\$88,116
\$87,810	↘	34	\$89,522
\$89,328	↘	35	\$90,910
\$91,004	↘	99-1	\$92,481
\$92,338	↘	99-2	\$94,216
\$93,970	↘	99-3	\$95,598
\$95,023	↘	99-4	\$97,287
\$96,392	↘	99-5	\$98,377
\$97,989	↘	99-6	\$99,795
\$99,704	↘	99-7	\$101,448
#####	↘	99-8	\$103,224
#####	↘	99-9	\$105,418
#####	↘	99-10	\$108,125
#####	↘	99-11	\$110,411
		99-12	\$113,220

NOTES:
1. Steps are not indicative of years of service.
2. Movement will be diagonal from 2010-11 salary.
3. 2011-12 salaries reflect a 3.53% increase from 2010-11.

Rochester City School District

and

Rochester Teachers Association

Memorandum of Agreement

The Rochester City School District (hereafter "District") and the Rochester Teachers Association (hereafter "RTA"), following discussions concerning investigations and the reassignment of bargaining unit members under investigation for alleged acts of misconduct; or where there are allegations of a threat of safety to students or colleagues; or where there is a need for the bargaining unit member to be removed from the school to conduct an impartial investigation, the parties hereby agree as follows:

This agreement is effective for the 2011-2012 school year.

PRECEDING CHARGES

A. Investigations

1. When there is a credible allegation

- a. The allegation will be submitted in writing on the District's Incident Report Form;
- b. Copies of report will be sent immediately to the teacher and the RTA;
- c. The District will conduct a timely investigation, including interviews;
- d. A teacher will retain all existing rights during the investigation, including, but not limited to, the right to decline to be interviewed, the right to have a union representative present to advise him/her, to decline to answer specific questions, etc.
- e. All investigations shall follow the above procedures.

2. *Additional Allegations:* If in the course of the impartial investigation new or additional allegations of inappropriate conduct come to light, the bargaining unit member and his/her union representative shall be promptly notified in writing and afforded an opportunity to address those allegations in the same manner as above. Such additional allegations shall not expand the investigation beyond an additional five (5) school days.

B. Investigation Results

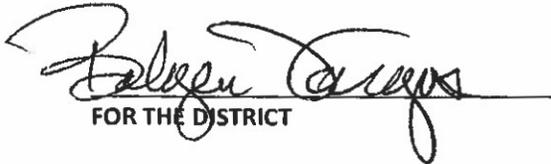
1. If the investigation results in a finding of probable cause of misconduct, 3020-a charges shall be preferred as soon as practicable. If the findings result in a requirement for disciplinary action against the bargaining unit member, such disciplinary action should be imposed within 7 days after the close of the investigation. 3020-a proceedings will be pursued in accordance with Education Law 3012-c.

2. NO CAUSE FINDING

- A. If the District determines that the bargaining unit member engaged in no misconduct, he/she shall be promptly returned to the previous assignment if there has been a reassignment.
- B. All records concerning the incident and investigation shall be expunged from any and all files maintained by the District and/or District personnel in any location whatsoever, including the personnel file maintained in the Human Capital Initiatives Department or its successor department.

EXPEDITED DISCHARGE PROCEEDINGS

The parties will continue to pursue ways to shorten 3020-a, in compliance with Education Law 3012-c. The parties will continue to collaborate on ways to improve the Alternative Work Location process.


FOR THE DISTRICT

6-20-11
DATE


FOR THE ASSOCIATION

6-20-2011
DATE

SECTION 61

ALTERNATIVE EDUCATIONAL SETTINGS

The parties recognize the need to provide alternative educational settings for certain students. During the first semester of the 2011-2012 school year, a Joint RTA/RCSD Committee on Alternative Schools shall meet in order to make recommendations to the Superintendent and Board for consideration of alternative schools. The Committee shall work with the Office of Innovation. The Joint Committee shall also investigate the establishment and staffing of a Student Support Room at each work location, assess the financial viability of such Room, and consider recommendations to the Superintendent and Board. This Joint Committee shall issue a written report to the Superintendent of Schools and the RTA President, if possible, by December 31, 2011. Once recommendations are made to the Superintendent and Board, they will consider whether or not the schools can be created considering all impacts, including financial implications for such schools.

A. U.


MEMORANDUM OF AGREEMENT Teacher Evaluation System

A Joint RTA/RCSD Evaluation Committee shall be comprised of eight (8) individuals (four members selected per party), the Career in Teaching Director, and the Director of Professional Development. The parties agree that the Committee and Negotiations Team shall only negotiate those items required to be negotiated under Education law § 3012-c and the Commissioners Regulations.

The following is the charge of this committee:

SHORT-TERM - estimated completion June 30, 2011

- Review all current observation/evaluation procedures, including PART/Summative and Career in Teaching, for compliance with 3012-c and the Commissioner's Regulations;
 - Recommend revisions to to reach compliance with 3012-c; or
 - Recommend new, alternative system.
- Make recommendations to Negotiation Teams for contractual revisions based upon compliance with Education Law § 3012-c;
- Make recommendations for implementation of a program to begin school year 2011/12 for teachers in the Grades 4-8 ELA and Math areas, and teachers working in Transformation Model schools (only if SIG funded);
- Draft recommended rubric for teacher observations and evaluations;
- Make recommendations for the 20% Locally Selected Measures;
- Make recommendations regarding the collection and reporting of data
 - Including verification by teacher of data (e.g. class roster, attendance, vehicle to correct data)
- Make recommendations to formulate the 60% Teaching standards in accordance with State Law, which may include
 - 1) Proportion to be based on teacher observations
 - 2) Recommend observation and evaluation procedures and processes if different from current cba
 - 3) Criteria for remaining portion of the 60%

* Revisions to the current Teacher Improvement Plan and process

LONG TERM

- The Committee agrees that prior to the start of the school year, it will make long-term recommendations as follows:
 - Make recommendations to ensure that work on Composite Scores are completed

- Make recommendations to prepare multi-media information for dissemination of all new procedures, forms, etc.
- Make recommendations, based upon the law, as to training and selection of evaluators.

For purposes of this Agreement, the Program is defined as follows:

- Teachers who are assigned grades 4-8, ELA and Math, as well as all classroom teachers who teach in a Transformation Model School (if SIG funded only), will be evaluated under the new evaluation system. The parties will define these teachers as "Year 1" teachers.
- Teachers who are subject to the new evaluation system will provide input throughout the year to the Joint Evaluation Committee as to how they believe the system is working.
- Teachers will be advised prior to the start of the school year that they will be subject to the new evaluation system.
- Year 1 teachers who receive an ineffective or developing rating will not have the year-end evaluation become a part of their permanent personnel file, unless the Superintendent and RTA President both agree as to the rating.
- Year 2, and for all subsequent years, challenged teacher evaluations will be subject to the Appeals Process which shall be developed through negotiation between the parties. The parties agree that each shall submit a proposed Appeals Process, consistent with the Commissioner's regulations, to the other no later than September 1, 2011.

The parties agree that the new Evaluation System developed to be in compliance with Education Law 3012-c and Commissioner's regulations will be rolled out to all teachers commencing July 1, 2012.


FOR THE DISTRICT

6/20/11
DATE


FOR THE ASSOCIATION

6-20-2011
DATE