

**MEMORANDUM OF UNDERSTANDING**  
**By and Between**  
**THE ROCHESTER CITY SCHOOL DISTRICT**  
**And**  
**THE ROCHESTER TEACHERS ASSOCIATION**

**WHEREAS**, the RTA has called for a delay to in-person instruction of any students and for remote-only instruction for all students for the first ten weeks of school; and

**WHEREAS**, the District is willing to consider the RTA's request, but needs to balance the District's significant concern for the quality and effectiveness of instruction for Pre-K through 4<sup>th</sup> graders and the most vulnerable special education students; and

**WHEREAS**, the District would only be willing to undertake a remote-only reopening model pursuant to a collaborative agreement with the RTA that ensures integrity of the learning environment for all of our students; and

**WHEREAS**, the Parties believe that a written Memorandum of Understanding is appropriate in order to memorialize their understanding;

**NOW THEREFORE IT IS HEREBY UNDERSTOOD AS FOLLOWS:**

1. RTA members shall complete a survey that will focus on individual teachers' technology and remote learning readiness and needs, in an effort to shape professional development targeted at delivery of remote instruction.
2. The RTA will support the District's request to the Calendar Committee to move the three Superintendent Conference Days that are currently scheduled on October 9, 2020, November 3, 2020, and April 30, 2021; to September 9, 10, and 11, 2020.
3. The Superintendent Conference Days on September 8 through 11, 2020 will be used to provide professional development focused on instruction in a remote-learning environment. The parties agree that the Professional Development will be collaboratively developed by the RTA-District Joint Professional Development Committee. If agreement cannot be reached on some or all of the Professional Development for these days by September 1, 2020, then those parts that are unresolved as of September 1 shall be submitted to the Superintendent and the President of the RTA for consideration and resolution. Should they be unable to reach a decision on some or all of the remaining Professional Development by September 4, 2020, then the Superintendent shall make the final decision, in the exercise of the District's management prerogative.

4. Teachers will utilize a combination of synchronous and asynchronous methods to deliver instruction.
  - a. Teachers will exercise their professional discretion while working within the District's established guidelines to structure the instructional day. Sample schedules are attached as Appendix A.
  - b. Support for students with disabilities will be arranged, as needed, by each cohort teacher with the Speech, Counselor, School Social Worker, and other relevant service providers.
  - c. Master schedules concerning special subjects will be provided.
  - d. Elementary and grow-out schools shall be scheduled uniformly throughout the District, from 9-3:30. Middle, secondary, and program schools shall be scheduled uniformly throughout the District, from 8:30-3:30. The early reporting requirement shall be waived during the remote instruction time period covered by this agreement.
5. Teachers of Pre-K through Second grade shall hold Social/Emotional Learning meetings each morning for 15 minutes. Teachers of Third through Twelfth grade shall hold Social/Emotional Learning meetings for 20 minutes each morning before the beginning of instruction. This time shall be considered as the sole administrative assignment for secondary teachers during the first quarter of the 2020-2021 school year.
6. Wednesdays will involve students working asynchronously. Each work location shall schedule the teacher day on Wednesdays to include:
  - a. Virtual office hours for two hours;
  - b. Horizontal and vertical common planning meetings for one hour;
  - c. Collegial and professional planning for two hours; and
  - d. Professional development for one hour; schools may hold a staff meeting on one Wednesday per month in lieu of professional development.
7. Administrators will notify teachers no less than 24 hours in advance of any intent to conduct a virtual walk-through of an assigned class. The walk-through will be no more than 15 minutes in length.
8. Teachers may choose from among available strategies to support absent students including, but not limited to:
  - a. Recording lessons;
  - b. Engaging intervention/prevention teachers, instructional coaches and other support staff;
  - c. Utilizing office hours; and
  - d. Other strategies determined by the teacher.

Administrators may follow up with teachers to determine which strategies were used to provide instruction to absent students.

9. The Parties agree to meet (a) two weeks prior to the end of the first marking period to extend or adjust the provisions of this Memorandum of Understanding and/or (b) to consider plans for reopening of schools at any other time.
10. The Parties further agree that the terms and conditions within this Memorandum of Understanding shall not in any way be construed as a binding past practice or precedent between the Parties.


This Memorandum of Understanding accurately reflects the results of discussions held on August 11, 2020.

**Rochester Teachers Association**

**Rochester City School District**



Dr. Adam Urbanski, President



Dr. Lesli Myers-Small, Superintendent

August 12, 2020

Date: