

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

December 18, 2020

WHEREAS, the District has developed plans for the delivery of instruction to students using a mix of hybrid and remote delivery; and

WHEREAS, the District needs to balance the District's significant concern for the quality and effectiveness of instruction for Pre-K through 12th graders and the most vulnerable students; and

WHEREAS, RTA members with remote-only instruction shall have the option of reporting to their buildings or continuing to work from home; 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 in Specialized Programs in Special Education will return to in-person instruction four days per week, as of January 4, 2021. RTA members who have at least one student returning for in-person instruction must report to their buildings in person all four instruction days. All RTA members who are within this group shall be notified by December 18, 2020.
2. Hybrid instruction of Pre-K through 6th Grade is projected to begin on February 8, 2021. RTA members who have at least one student returning for in-person instruction must report to their buildings in person three school days before instruction resumes. All RTA members who are within this group shall be notified by January 22, 2021, or as soon as practicable.
3. Teachers with less than a full in-person schedule shall be at the work site for in-person instruction, and shall retain the option of staying remote for the balance of their professional day.
4. RTA members with remote-only instruction will continue to 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. The District is developing a plan to allow students in 7th through 12th grade to voluntarily come into the buildings for in-person intervention, enrichment, and targeted supports. The Deputy Superintendents (or their designees) shall develop the framework for delivery of these supports. Each School Based Planning Team shall develop the plan to implement the model for delivery of these supports.
 - e. This shall apply to any RTA members remaining in remote-only instruction or who revert to remote-only instruction.
5. Students in Specialized Programs will revert to the bell schedules published prior to the 2020-21 school year as of January 4, 2021. All other students will revert to the bell schedules published prior to the 2020-21 school year as of the return of students in paragraph 2, above.
6. Teachers of Pre-K through Sixth grade shall hold Social/Emotional Learning meetings each morning for 15 minutes. This shall apply to hybrid and remote-only learning.
7. Wednesdays will involve students working asynchronously. Each work location shall schedule the teacher day on Wednesdays to include:
- a. Virtual office hours for one hour;
 - b. Horizontal and vertical common planning meetings for one hour;
 - c. Collegial and professional planning for two hours; and
 - d. Professional development for two hours, the content of which shall be developed by the School Based Planning Team and focused on the delivery of instruction in hybrid and remote settings, other relevant pedagogy, as well as District Strategic and School Improvement Plans; schools may hold a staff meeting on one Wednesday per month for one hour.
8. The ability of administrators to conduct classroom walkthroughs shall revert to the rights in the current Collective Bargaining Agreement and to the customary practice that existed prior to the March 16, 2020 shutdown.
9. 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.
10. Should the District decide to return more students to in-person or hybrid instruction, the District shall notify those teachers who will be required to report to their buildings no less than four weeks prior to the reporting date, unless otherwise directed by New York State or Monroe County.

11. This Memorandum of Understanding shall end on June 30, 2021. 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 between the District and the RTA on December 13-17, 2020.

Rochester Teachers Association

Rochester City School District



Dr. Adam Urbanski, President



Dr. Lesli Myers-Small, Superintendent

Lori C. Myers-Small