

**TENTATIVE  
COLLECTIVE BARGAINING AGREEMENT**

1. The Rochester City School District (“District”) and the Rochester Teachers Association (“RTA”) were parties to a Collective Bargaining Agreement Extension, which covered the period from July 1, 2021, through June 30, 2022. The parties’ negotiating teams have reached agreement on the terms of a successor Agreement which they desire to record in this Memorandum.
2. The new Agreement shall be the same as the aforementioned 2021-2022 Agreement, except for the changes attached below within the following articles:
  - a. Section 2
  - b. Section 6
  - c. Section 9
  - d. Section 16
  - e. Section 17
  - f. Section 19
  - g. Section 22
  - h. Section 23
  - i. Section 24
  - j. Section 27
  - k. Section 41
  - l. Section 43
  - m. Section 46
  - n. Section 47
  - o. Section 48
  - p. Section 51
  - q. Section 59
  - r. Appendix “A”
3. Proposals of both parties have been resolved irrespective of whether they are mentioned in this Memorandum or Attachments thereto. Parties also agree to address unresolved proposals during continued Living Contract negotiations.
4. The terms of the new Agreement, as herein above described, shall not become final and binding on the parties until both of the following have occurred:
  - a. RTA has delivered written notice to the Superintendent of the District that the membership of RTA, acting in conformance with all applicable rules of RTA, has approved the terms of the new Agreement.

- b. The Superintendent of the District and, to the extent required by law, the Board of Education of the District, have approved the terms of the new Agreement.

The undersigned representatives of the parties and the respective negotiating teams of the parties each and all agree to urge their respective principals to give, as promptly as practicable, the approvals referred to in subparagraphs (a) and (b) above. Unless otherwise noted, the provisions of the new Agreement will be effective as of July 1, 2022, provided the approvals in subparagraphs (a) and (b) above are obtained.

5. As soon as practicable after the approvals referred to in the preceding paragraph have been given, a new written Agreement containing the terms as hereinbefore set forth shall be prepared by the chief spokespersons of the parties and executed by the Superintendent of the District and the President of the Association.
6. The parties agree that neither party, nor any of their agents, shall make any statement to the news media respecting the terms of this Memorandum until such time as the terms of the new Agreement are presented to the Board of Education of the District at a public meeting thereof for its formal approval.

IN WITNESS WHEREOF, the duly authorized representatives of the parties have signed their names below this 14th day of December 2022.

**ROCHESTER TEACHERS ASSOCIATION**

By:



Dr. Adam Urbanski  
RTA President

**ROCHESTER CITY SCHOOL DISTRICT**

By:



Dr. Carmine Peluso  
RCSD Interim Superintendent

# **TENTATIVE AGREEMENT**

## **SECTION 2 FAIR PRACTICES**

The Association agrees to maintain its eligibility to represent all bargaining unit members by continuing to admit persons to membership without discrimination on the basis of age, race, creed, color, national origin, gender identity or expression, marital status, familial status, sexual orientation, sex, disability, predisposing genetic characteristics or status as a victim of domestic violence.

The Board agrees to the policy of not discriminating against any employee on the basis of age, race, creed, color, national origin, gender identity or expression, marital status, familial status, sexual orientation, sex, disability, predisposing genetic characteristics, status as a victim of domestic violence, or membership or participation in or association with the activities of any employee organization.

## **SECTION 6 DURATION**

This Agreement is made and entered into by and between the Board of Education of the City School District of Rochester New York and the Rochester Teachers Association. The provisions of this Agreement shall be effective on July 1, 2022 (unless otherwise indicated) and shall continue in effect until June 30, 2025, provided, however, that initial salary placements, salary adjustment and salary increases shall continue to be governed by all applicable provisions of Sections 46 and 50 and Appendix A of this Agreement beyond June 30, 2025.

Either party may give written notice to the other on or before March 1, 2025, of its desire to continue this Agreement beyond June 30, 2025. If the other party fails to object to the continuation of this Agreement by April 1, 2025, the Agreement shall continue until June 30, 2026. If the other party objects by April 1, 2025, the parties shall meet promptly to negotiate a new Agreement in accordance with the provisions of the Taylor Law.

In the event that the parties agree to extend this Agreement beyond June 30, 2025, either party may give written notice to the other party on or before March 1 of any year thereafter of its desire to continue this Agreement in its then existing form beyond its then June 30<sup>th</sup> expiration date. If the other party fails to object by April 1 of that year, the Agreement shall continue in its then existing form until June 30 of the next year. If the other party objects by April 1, the parties shall meet promptly to negotiate a new Agreement in accordance with the provisions of the Taylor Law.

## **SECTION 9 ASSOCIATION RIGHTS**

9.1(c) Dues deductions authorized by individual teachers shall be continuous unless revoked in writing between August 1 and August 31. Any teacher desiring to have the Board discontinue deduction s/he has previously authorized must notify the Association in writing and the Association shall notify the Board in writing of said revocation.



9.9(c)(1) School-level meetings shall be scheduled by the Building Principal or his/her designee and the Association Building Committee at mutually agreeable times. If the principal and the Building Committee are completely unable to agree on scheduling meetings, the principal shall have the discretion to schedule one (1) meeting every other month in conjunction with Section 17.4.

9.9(c)(2) The Association Building Committee and the Principal of each building will develop a plan to deal with emergency situations or situations where a bargaining unit member must consent to assume substitute duties. Such plans shall provide for an equitable division of such substitute duties among all teachers. Copies of plans shall be filed with the Superintendent and with the Association by October 15 of each school year. Beginning with the second semester of the 2022-2023 school year, K-6 bargaining unit members who provide emergency coverage for students in addition to continuing their regular assignment shall be provided compensation. Such compensation shall be divided equally among all bargaining unit members supporting the coverage and shall be at the agreed upon daily rate of \$160 per day. Such compensation shall only be provided beyond the days required for such teachers through the building emergency substitute plan and only after two emergency coverages per month. Such compensation shall be provided approximately at the middle and end of each semester. The District shall remove from the PAB calculation an amount of days equal to the amount of days compensated through this process. Mandated service providers shall be excluded from providing emergency substitute coverage.

9.9(c)(10) At each school, the Building Committee and Principal, with direct input from the faculty, shall develop building-level guidelines consistent with the District's Code of Conduct for student discipline. These guidelines may include ranges of discipline that may be imposed for the more commonly seen violations of the District's Code of Conduct. The guidelines for the following school year should be drafted in the Spring of the preceding school year and finalized prior to the end of that school year and shall be filed with the Association and the District at that time.

## **SECTION 16**

### **PROFESSIONAL DAY AND RESPONSIBILITIES**

1. Effective January 30, 2023, bargaining unit members will be in their buildings fifteen (15) minutes before the opening session and will support their building with dismissal for up to fifteen (15) minutes after the established ending bell time. Extreme and continuous time after 15 minutes past the established ending bell time, as authorized by an agreement between the Superintendent and the Association President, shall be compensated at the 1/200 rate, prorated.

2. Effective January 30, 2023, the length of day for bargaining unit members at pre-K -6 and pre-K-8 buildings is seven (7) hours, inclusive of the fifteen (15) minute early arrival time and for up to fifteen (15) minutes following the ending bell time. The length of day for bargaining unit members at schools with grades 6-8, 7-12, 9-12 and pre-K -12-buildings is seven (7) hours and thirty (30) minutes inclusive of the fifteen (15) minute early arrival and for up to fifteen (15) minutes following the ending bell time shall be reviewed with a supervisor and shall not be unreasonably denied.

3. Teachers recognize that their responsibility to their students requires the performance of duties that involve the expenditure of time beyond that of the instructional day. Teachers will be available for student and/or parent consultation, as well as for other professional activities and responsibilities. Teachers will also continue to communicate with parents regularly, including through District electronic communication.

**SECTION 17**  
**DISTRICTWIDE PROFESSIONAL DEVELOPMENT**

4. As part of bargaining unit members' expected work year, the District will schedule up to one (1) hour every other month in lieu of school-level staff meetings (Section 9.9.c(1) ) for mandatory professional development commencing fifteen (15) minutes after the established ending bell time or as soon as practicable. These professional development meetings will take into consideration the collective wisdom of teachers, district-wide goals, and school-wide needs.

5. The Association and the RTA agree to meet to review opportunities for additional and effective professional development time for bargaining unit members and present recommendations to the Superintendent and the Association President by no later than May 1, 2023. The District will continue to collect and review feedback from bargaining unit members on professional development and shall share results with the Association.

**SECTION 19**  
**ELEMENTARY SCHOOL PLANNING TIME**

8. a. This planning time may be used as common planning time for up to two (2) thirty (30) consecutive minutes per week and may also be used for grade-level meetings, coordination among Special Education and General Education teachers, professional development, collaboration among teachers or similar coordinating activities. There shall be a Building Committee agreement as to which one meeting per week is mandatory and which one meeting per week is voluntary for all such meetings. In conjunction with any school improvement plan or District-identified priorities, School-based Planning Teams shall develop an annual plan for the use of the required meeting and determine who shall lead them. Classroom teachers shall continue to lead the voluntary meetings, with participation by school leaders.

**SECTION 22**  
**TEACHER ASSIGNMENTS**

The District will provide Special Education teachers, speech/language teachers and social workers who have required IEP writing/conferencing responsibilities, with two full days of release time or the equivalent for the purpose of writing quality IEPs, preparing for and holding IEP conferences with parents, preparing for annual reviews, and other related responsibilities. A third IEP release day shall be provided to those bargaining unit members who have IEP writing responsibilities for more than twelve (12) students, and teachers of special classes. The Association and the District will continue to jointly consider any additional adjustments that may be appropriate.

**SECTION 23**  
**SECONDARY SCHOOL TEACHER ASSIGNMENTS**

b. Secondary school teachers whose administrative assignments include academic classes shall not have homeroom assignments. Teacher preparation periods may be used for common planning time for up to two (2) thirty (30) consecutive minutes per week and may also be used for grade-level meetings, coordination among Special Education and General Education teachers, professional development, collaboration among teachers or similar coordinating activities. There shall be a Building Committee agreement as to which one meeting per week is mandatory and which one meeting per week is voluntary for all such meetings. In conjunction with any school improvement plan or District-identified priorities, School-based Planning Teams shall develop an annual plan for the use of the required meetings and



determine who shall lead them. Classroom teachers shall continue to lead the voluntary meetings with participation by school leaders.

## **SECTION 24 VACANCIES AND TRANSFERS**

5. **Procedures** Members of the bargaining unit may file a voluntary transfer during the time period for voluntary transfer applications agreed upon by the parties. Such requests must be received in the Department of Human Capital by the above date. A separate application must be used for each school. The Association shall receive copies of all such requests. The parties agree to meet and review these provisions in October. All changes shall have the Agreement of both parties prior to implementation. The District shall continue to include all relevant information in the voluntary application.

### **c. Screening of Applicants**

(2) SBPTs will screen completed questionnaires and resumes and determine whom they shall interview. SBPTs will establish a ranked list of transfers for their school after the interviews. SBPTs are not required to place every teacher who interviews on the ranked list. Teachers who are interviewed and not placed on the ranked list may receive the reason, upon request, from the SBPT. Up to fifteen (15) remaining teachers will constitute the ranked list of voluntary transfer candidates for that school. If SBPTs so choose, they retain the right during the interview period to call in additional applicants from those who had applied to that school by the end of the first semester.

### **e. Placement Meetings**

The District agrees to conduct placement meetings before the end of the teacher work year at which transfers will occur. The parties shall agree on the number of meetings, the dates and the times. The yearly process at these meetings shall be:

- (1) Round 1: Voluntary transfers occur first. The vacancies created by transfers will be reviewed as part of Round 1 up to Rank 5.
- (2) Round 2: Unfilled vacancies and openings created by transfers completed in Round 1 are available to involuntarily displaced bargaining unit members. These unit members select by seniority.
- (3) Round 3: Any remaining transfer candidates not placed in Rounds 1 through 2, may select by seniority from any remaining positions.

(2) A posting period for all schools and positions, including those earlier exempted, shall begin on the day of school and continue to twenty-one (21) calendar days. During this period, vacancies shall be available to unit members who apply for such a position and possess the necessary certification and shall be assigned on the basis of seniority unless the teacher is not permitted to participate in the voluntary transfer process (Section 24.5b(3)).

## **SECTION 27 TEACHING CONDITIONS**

1.b. **Lesson Plans:** The district and RTA recognize that lesson plans are a professional expectation and are integral to teaching. Teachers shall prepare and maintain lesson plans.

c. **Instruction:** Instruction shall continue to reflect differentiated learning and cultural responsiveness.

## **SECTION 41 GENERAL ABSENCE PROVISIONS**

### **16. RTA Paid Absence Bank**

h. In the event the District is required and unable to supply a substitute teacher (either a per diem substitute or a Building Substitute) to cover an assignment for a classroom teacher who is absent due to illness or injury, the District shall notify the Association and during school years 2022-23 and 2023-24 .25 will be added to the PAB for each day a substitute teacher has not been supplied, and this shall sunset on June 30, 2024. Resuming on July 1, 2024, .50 day will be added to the PAB for each day a substitute teacher has not been supplied. The information shall be reported to the Association by the District's substitute office at a mutually agreeable interval.

## **SECTION 43 HEALTH INSURANCE CONDITIONS**

a. Bargaining unit members assigned full-time or full schedule for the type of assignment involved shall be entitled to health and hospitalization, major medical, and dental benefits to be administered through a recognized health insurance carrier. Such health benefits shall be equal to or exceed the 1981-82 levels of insurance. The District shall retitle the RTA plan to Blue EPO-RTA Enhanced Plan on January 1, 2023. The available services and premium contributions for all members in the Blue EPO-RTA Enhanced Plan shall be the same as the Blue EPO Enhanced Plan, except that as of January 1, 2024, bargaining unit members only shall be eligible to receive \$300 per bargaining unit member for participation in the Healthy Rewards Program. The District shall retitle the RTA plan to Blue EPO-RTA Core Plan on January 1, 2023. The available services and premium contributions for all members in the Blue EPO-RTA Core Plan shall be the same as the Blue EPO Enhanced Plan, except that as of January 1, 2024, bargaining unit members only shall be eligible to receive \$300 per bargaining unit member for participation in the Healthy Rewards Program.

## **SECTION 46 GENERAL SALARY AND ALLOWANCE PROVISIONS**

### **a. Salary Benchmarking Formula**

(4) If the parties have not reached agreement on the formula, its application or distribution, or have not reached a successor Agreement, by August 31, 2025, all unit members shall advance on the salary step listing as set forth in Section 46.3b. of this Agreement. The parties will continue to utilize the collective bargaining process as defined in Article 14 of the Civil Service Law until an Agreement is reached. The salary advancement defined in Section 46.3b. is not intended to be in lieu of a settlement, but only the salary continuation under Triborough while negotiations continue.

(6) The parties have determined that the salary benchmarking formula for school year 2022-23 is 3.8%. Increases of 3.8%, inclusive of the Triborough increases already applied, shall be applied to the 2021-2022 salary schedule (Appendix A) retroactive to July 1, 2022. The District and the RTA shall continue the 3.8% salary increase for school years 2023-2024 and 2024-2025.

For the 2022-2023 and the 2023-2024 school years, bargaining unit members active on June 1 and remaining active through the last day of school for the relevant school year shall receive a one-time retention incentive payment in the maximum amount of \$1,500 per year. Such retention incentive amount shall be prorated for all teachers working less than full time and teachers resigning due to extenuating medical reasons. This payment shall be made in a separate check on or before June 30 of the relevant school years.

#### **SECTION 47 SUPPLEMENTAL EMPLOYMENT**

2. Proposal development, curriculum preparation, testing administration, and attendance at and conducting inservice shall be thirty-nine (\$39.00) per hour for the 2023-2024 school year. This rate shall be increased to forty-three (\$43.00) per hour beginning with the 2024-2025 school year.

Work performed during the summer including proposal development, curriculum preparation, testing administration, and attendance at and conducting inservice, will be paid at the above rates.

3. Bargaining unit members will be paid at the rate of forty-five (\$45.00) per hour for teaching in the extended day program or at evening school for the 2023-2024 school year. This rate shall be increased to forty-nine (\$49.00) per hour beginning with the 2024-2025 school year.

#### **SECTION 48 INTRAMURAL CLUB LEADERS, INTERSCHOOL CONTEST OFFICIALS AND COACHES**

6. The District and the Association agree to review coaching longevity through the Living Contract Committee, including a review of county coaching compensation with a goal to achieve competitive coaching compensation, and to make recommendations to the Superintendent on or before March 1, 2023, for any coaching compensation for the 2023-2024 year.

#### **SECTION 51 JOB SHARING**

Job sharing positions shall be available to unit members who have indicated to the Superintendent in writing by March 1st, of the desire to share a position.

1.

#### **SECTION 59 TEACHER INCENTIVES**

Any member of the bargaining unit who has “professional” or “lead teacher” status and who has attained advanced certification by the National Board for Professional Teaching Standards or equivalent certification in tenure areas not offering NBPTS, will receive an incentive of \$1500, not included in the base salary, for each year in which the member attains an evaluation of “Highly Effective”, “Effective” or “Distinguished”.



Appendix A  
Salary Schedule 2022-2023 Through 2024-2025

Step	2022-2023		2023-2024		2024-2025	Step	2022-2023		2023-2024		2024-2025
1	\$ 48,500	↘	\$ 49,500	↘	\$ 50,500	31	\$ 96,063	↘	\$ 97,445	↘	\$ 98,422
2	\$ 49,672	↘	\$ 50,343	↘	\$ 51,381	32	\$ 98,418	↘	\$ 99,713	↘	\$ 101,148
3	\$ 50,834	↘	\$ 51,560	↘	\$ 52,256	33	\$ 101,271	↘	\$ 102,158	↘	\$ 103,503
4	\$ 51,740	↘	\$ 52,766	↘	\$ 53,519	34	\$ 103,684	↘	\$ 105,119	↘	\$ 106,040
5	\$ 52,797	↘	\$ 53,706	↘	\$ 54,771	35	\$ 105,365	↘	\$ 107,624	↘	\$ 109,114
6	\$ 53,742	↘	\$ 54,803	↘	\$ 55,747	99-1	\$ 107,887	↘	\$ 109,369	↘	\$ 111,714
7	\$ 54,936	↘	\$ 55,784	↘	\$ 56,886	99-2	\$ 110,444	↘	\$ 111,987	↘	\$ 113,525
8	\$ 56,243	↘	\$ 57,024	↘	\$ 57,904	99-3	\$ 113,155	↘	\$ 114,641	↘	\$ 116,242
9	\$ 56,922	↘	\$ 58,380	↘	\$ 59,190	99-4	\$ 115,187	↘	\$ 117,455	↘	\$ 118,997
10	\$ 57,875	↘	\$ 59,085	↘	\$ 60,599	99-5	\$ 117,979	↘	\$ 119,564	↘	\$ 121,918
11	\$ 59,081	↘	\$ 60,074	↘	\$ 61,330	99-6	\$ 120,231	↘	\$ 122,462	↘	\$ 124,108
12	\$ 59,652	↘	\$ 61,326	↘	\$ 62,357	99-7	\$ 122,382	↘	\$ 124,800	↘	\$ 127,116
13	\$ 61,164	↘	\$ 61,919	↘	\$ 63,656	99-8	\$ 124,470	↘	\$ 127,033	↘	\$ 129,542
14	\$ 62,695	↘	\$ 63,488	↘	\$ 64,272	99-9	\$ 126,453	↘	\$ 129,200	↘	\$ 131,860
15	\$ 64,250	↘	\$ 65,077	↘	\$ 65,901	99-10	\$ 128,414	↘	\$ 131,258	↘	\$ 134,109
16	\$ 65,170	↘	\$ 66,692	↘	\$ 67,550	99-11	\$ 130,634	↘	\$ 133,294	↘	\$ 136,246
17	\$ 66,822	↘	\$ 67,646	↘	\$ 69,226	99-12	\$ 133,087	↘	\$ 135,598	↘	\$ 138,359
18	\$ 68,512	↘	\$ 69,361	↘	\$ 70,217	99-13	\$ 135,038	↘	\$ 138,144	↘	\$ 140,751
19	\$ 70,119	↘	\$ 71,115	↘	\$ 71,997	99-14	\$ 137,424	↘	\$ 140,169	↘	\$ 143,394
20	\$ 71,898	↘	\$ 72,784	↘	\$ 73,818	99-15	\$ 138,962	↘	\$ 142,646	↘	\$ 145,496
21	\$ 73,981	↘	\$ 74,630	↘	\$ 75,549	99-16	\$ 140,966	↘	\$ 144,243	↘	\$ 148,067
22	\$ 75,841	↘	\$ 76,792	↘	\$ 77,466	99-17	\$ 143,301	↘	\$ 146,323	↘	\$ 149,724
23	\$ 77,688	↘	\$ 78,723	↘	\$ 79,710	99-18	\$ 145,809	↘	\$ 148,746	↘	\$ 151,883
24	\$ 79,853	↘	\$ 80,640	↘	\$ 81,714	99-19	\$ 148,909	↘	\$ 151,350	↘	\$ 154,399
25	\$ 82,154	↘	\$ 82,887	↘	\$ 83,704	99-20	\$ 152,731	↘	\$ 154,568	↘	\$ 157,101
26	\$ 84,290	↘	\$ 85,276	↘	\$ 86,037	99-21			\$ 158,535	↘	\$ 160,441
27	\$ 85,988	↘	\$ 87,493	↘	\$ 88,516	99-22					\$ 164,559
28	\$ 88,232	↘	\$ 89,256	↘	\$ 90,818						
29	\$ 91,348	↘	\$ 91,585	↘	\$ 92,647						
30	\$ 93,878	↘	\$ 94,819	↘	\$ 95,065						

2022-2023: 3.8% on base, inclusive of Triborough, retroactive to July 1, 2022. + \$1,500 Retention Incentive\*  
2023-2024: 3.8% on base + \$1,500 Retention Incentive\*  
2024-2025: 3.8% on base

\*For the 2022-2023 and the 2023-2024 school years only, bargaining unit members active on June 1 and remaining active through the last day of school for the relevant school year shall receive a Retention Incentive in the maximum amount of \$1,500 per year. Such Retention Incentive amount shall be prorated for all bargaining unit members working less than full time and bargaining unit members resigning due to extenuating medical reasons.