

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, during school year 2022-23, there were multiple instances of bargaining unit members’ vehicle being damaged and/or stolen while on or adjacent to Rochester City School District property; and

WHEREAS, the District denies any and all obligation for reimbursement to employees for vehicle damage; and

WHEREAS, the Parties have bargained for the below Agreement; 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. The District will provide \$34,000 to the RTA to administer reimbursement for insurance deductibles for physical damage only to vehicles owned by bargaining unit members.
 - a. The maximum reimbursement to any unit member will be \$500.00.
 - b. If the \$34,000 is insufficient to cover all of the claims submitted, the RTA will reallocate based on an equitable distribution plan.
 - c. If the RTA reimburses a total amount less than the \$34,000, it will submit the remaining funds back to the District.
2. The RTA will review and, if appropriate, reimburse current bargaining members with the following parameters:
 - a. Members must submit claims by September 15, 2023 to the RTA in a manner identified by the RTA;
 - b. Claims paid must be related to damage that occurred to a registered vehicle between September 1, 2022 and June 30, 2023 on or near District property while the unit member was completing employment duties in their primary work assignment on behalf of the District.

- c. Members must provide documentation of physical damage that occurred to their registered vehicle between 9/1/22 and 6/30/23;
 - d. Members must provide a police report for the claimed physical damage that includes the date, time, and location of the vehicle when either damaged or stolen;
 - e. Members must provide a copy of the deductible information from the applicable insurance policy;
 - f. Members must provide proof of repair of the vehicle (including cost).
3. The RTA will retain an accounting of the information identified in Paragraph 2 and provide information to the District upon completion of all payments and within a reasonable time after demand from the District.
 4. The RTA may engage a neutral third party, provided bargaining unit members are notified of what information will be shared, in order to determine eligibility.
 5. The RTA will establish an appeals procedure if claims are denied.
 6. A Joint Appeals Panel consisting of District and RTA personnel will be established, if necessary, to review any appeals received following the RTA appeals procedure described in paragraph 5.
 7. The District assumes no obligations for damage to vehicles.
 8. 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.

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: 6-23-2023

Date: 6/23/23