

**MEMORANDUM OF AGREEMENT
BETWEEN
ROCHESTER CITY SCHOOL DISTRICT
AND
ROCHESTER TEACHERS' ASSOCIATION
AND
PER DIEM SUBSTITUTE TEACHERS UNIT**

**REGARDING: RESOLUTION OF PAYROLL ERRORS FOR UNIT MEMBERS
OCCURRING BETWEEN JULY 1, 2025 AND JUNE 30, 2026, FOLLOWING THE
DISTRICT'S CONVERSION TO ORACLE PAYROLL MANAGEMENT SYSTEM
ON JULY 1, 2025**

WHEREAS, the Rochester Teachers' Association ("Association" or "RTA") and the Rochester City School District ("District" or "RCSD") are parties to a collective bargaining agreement covering the period July 1, 2024 through June 30, 2025, and that has been extended for one year through June 30, 2026; and

WHEREAS, the Per Diem Substitute Teachers Unit ("PDSU"), and the RCSD are parties to a collective bargaining agreement covering the period July 1, 2022 through June 30, 2026; and

WHEREAS, the RCSD, the RTA, and the PDSU have a shared desire that all District employees be paid properly and in a timely manner; and

WHEREAS, on July 1, 2025, the RCSD transitioned from its prior payroll service, Oracle PeopleSoft, to Oracle Management Payroll System ("Oracle"); and

WHEREAS, since July 11, 2025 -- the first pay day processed through Oracle -- the RTA and the PDSU bargaining unit members have experienced various payroll errors, including -- but not limited to -- inaccurate payments, delayed payments, and overpayments including to NYS Teachers' Retirement System, repayment of applicable loan late fees and additional charged interest to the NYSTRS, other retirement plans, and FSA/HSA accounts (collectively "Payroll Errors"), but exclusively not including any lost investment opportunities, consequential, or special damages arising from any defined "Payroll Errors" ; and

WHEREAS, the RCSD has made and continues to make efforts to address the extraordinary Payroll Errors that have occurred, and no party is alleging that any Payroll Error was committed willfully; and

WHEREAS, RTA has filed grievances under the collective bargaining agreement by and between the RTA and the RCSD (Grievance Nos. 256.011 and 256.050), each alleging a Payroll Error(s) occurring after July 1, 2025, and those grievances are pending; and

WHEREAS, the RTA filed a petition in New York State Supreme Court, dated October 17, 2025, seeking injunctive relief against the RCSD and other RCSD related parties regarding the Payroll Errors that have occurred since July 1, 2025 (Index # E2025022819); and

WHEREAS, the New York State Supreme Court, in a Decision and Order dated November 7, 2025, denied RTA's request for relief and denied the RTA's October 17, 2025 petition; and

WHEREAS, the RCSD, PDSU, and the RTA have met regularly to discuss how to remedy and fully resolve the Payroll Errors experienced by RTA and PDSU bargaining unit members, and any and all disagreements by and between them regarding those Payroll Errors, and have agreed to fully resolve their differences regarding the Payroll Errors that have occurred since July 1, 2025; and

WHEREAS, because the RCSD is cognizant of the impact of any payroll error -- regardless of reason -- on unit members, and because RCSD desires to demonstrate appreciation for the unit members' hard work and dedication in working through these extraordinary payroll errors, and

WHEREAS, the RCSD, PDSU, and the RTA desire to record the terms of their agreement to resolve their differences regarding the Payroll Errors in writing.

NOW, THEREFORE, the parties agree that the purpose of this Memorandum of Agreement is to ensure that every affected RTA and PDSU Bargaining Unit member is compensated through the exchange of consideration, the form of which, each of the parties considers to be adequate for the promises it is making via this Memorandum of Agreement, and specifically, the parties agree as follows:

1. Process to Remedy Payroll Errors Occurring Since July 1, 2025 by Unit Members: The parties agree that the following process shall be used to address claims that Payroll Errors, as defined above, have been suffered by RTA and PDSU unit members between July 1, 2025 and June 30, 2026 (hereinafter referred to as the "Relevant Period"), subject to the limitations contained in Section 1(a) of this Memorandum of Agreement:
 - a) Definitions: The Parties agree to the following definitions of terms utilized within this Memorandum of Agreement and further agree that the use of a term not included in this list shall not have a negative impact on the written intent of the parties herein.

- a. "Parties" shall mean the RCSD, the Rochester Teachers Association, and the Per Diem Substitute Teachers Unit.
 - b. "Timeliness" shall mean payroll related claims submitted through the process described within delivered timely within the "Mailbox Rule," and specifically Civil Practice Law and Rules §312-a.
 - c. "Unit Members" shall mean eligible members in roles represented by either the RTA or the PDSU, who were employed by the RCSD in a role within the District represented by the RTA or the PDSU for at least some portion of the calendar period from July 1, 2025 through June 30, 2026. Unit members also shall include individuals who were employed by the District in a role represented by the RTA or PDSU and resigned or retired prior to July 1, 2025 but were owed a payment after July 1, 2025, limited to deferred for summer pay, or absentee reduction plan pay.
 - d. "Wages" shall mean net pay amounts unit members were otherwise entitled to during the Relevant Period.
 - e. "Payroll Errors" shall continue within the meaning provided by the parties within the appropriate "Whereas" clause above, with the exception that no RTA member shall be provided additional compensation for any payroll error occurring on or after January 1, 2026 that is caused by the member's inaccurate reporting and/or entry of time the member alleged that the member worked. Additionally, with respect to W-2 issues, "Payroll Errors" shall include only harm related to W-2s issued for tax year 2025, and which occurred prior to January 20, 2026.
 - f. "Relevant Period" shall mean the time from July 1, 2025 through June 30, 2026.
- b) *Submission of Information Regarding Payroll Errors Suffered by Bargaining Units.* No later than July 20, 2026, any RTA or PDSU member who believes that they have been subjected to a payroll error during the Relevant Period shall complete the Form attached hereto and incorporated herein as Exhibit A, and then submit that completed Form to ClaimFormPayroll@rcsdk12.org no later than July 20, 2026 . Submission by July 20, 2026 shall be considered timely within the grace period provided by the Mailbox Rule. The Parties further agree that in order to qualify for this payment resolution process any allegation must be made via this resolution process by the deadline contained in this Section 1(a), and that no allegation made to the District shall be eligible for this payment resolution process made after that agreed upon deadline will be eligible for this payment resolution process.
- (i) The unit member's name and employee identification number;
 - (ii) The bargaining unit in which the employee was a member at the time the Payroll Error occurred

- (iii) The date(s) on which the unit member was subject to a payroll error (if a unit member was not properly paid their wages by the District during one payroll period (*i.e.* the unit member was not properly paid a lump sum due to the unit member for summer work), the Parties agree that the Payroll Error would be a single “event” - even if the Payroll error was not corrected by the District. However, if the same Payroll Error for the same unit member occurs repeatedly in more than one payroll check (*i.e.* the District pays a unit member at an incorrect step on the pay scale in each pay period during the Relevant Period, the Parties will consider each pay period underpayment as a separate Payroll Error). Therefore, the Parties agree that bargaining unit members will be prohibited from making a duplicative claim of a Payroll Error.
 - (iv) A brief narrative description of the basis for the unit member’s claim / Payroll Error (payslips are not required to be submitted, but rather the particular payroll error should be identified by date(s)); and
 - (v) The monetary amount of each identified Payroll Error (*i.e.* amount of the underpayment, delayed payment, or lack of payment of wages including but not limited to inaccurate payments, delayed payments, and overpayments including to NYS Teachers’ Retirement System, other retirement plans, and FSA/HSA accounts).
 - (vi) The District shall post the form “Information Regarding Payroll Errors”, Exhibit A, on its website and provide written notification to former unit members who the District reasonably believes may be eligible and those who request such information.
 - (vii) The District shall acknowledge receipt of Exhibit A “Information Regarding Payroll Errors” to each member within four (4) business days by email, with a weekly report to the RTA of the names of individual current and former members claiming a Payroll Error.
- c) *District Evaluation of Information.* Upon receipt of a claim filed using Exhibit A, the District shall review that information, and investigate each of the alleged unresolved Payroll Errors.
- (i) If the District agrees with the bargaining unit member’s allegation, regarding the specific amount of the payroll error, the District shall pay the unit member in accordance with Section 1(d) of this MOA, below.

- (ii) If the District disagrees with the bargaining unit's allegation, made on behalf of a unit member, regarding the specific amount of the payroll error, the RTA or the PDSU shall have the right to appeal to the Appeals Panel in accordance with Section 3 of this MOA, below.

d) Payment by District for Agreed Upon Payroll Errors. If the District agrees with the bargaining unit's allegation that the identified payroll error occurred, and agrees with the amount alleged to be due to a unit member, the District shall do the following to fully resolve the claim as soon as practicable but no later than September 15, 2026:

- (i) For RCSD's underpayment of wages due to Payroll Errors during the Relevant Period;
- (ii) The RCSD shall pay the unit members, via direct deposit or a paper check, the full amount of the agreed upon underpayment or amount of wages if it remains uncompensated at the end of the Relevant Period, plus an additional sum equal to ten percent (10%) of the gross amount of the underpayment or the amount which was not timely paid. This ten percent (10%) amount of the wages still owed to the unit member or the amount of the underpayment during the Relevant Period is paid to the individual in recognition of the District's delay in proper payment as wages paid to the unit member by the District. In order to qualify for this ten percent (10%) payment, a claim alleging a Payroll Error during the Relevant Period must be made to the District by the deadline set in Section 1(b), above.
- (iii) Any unit member who had a Payroll Error during the Relevant Period and was fully compensated prior to shall only be eligible for the payment of the ten percent (10%) amount of the prior underpayment, the Parties agree under no circumstance will any unit member be paid twice for the same underpayment; NYSTRS loans and any applicable late fees and additional charged interest shall not be eligible for the ten percent (10%) payment. The District will make reasonable efforts to prioritize the processing of payments related to unit members who experienced payroll errors connected to summer 2025 work; and
- (iv) Notify, via e-mail or otherwise in writing, the unit member's bargaining unit of the payment being made to the unit member to resolve the claim regarding the payroll error(s).
- (v) Where applicable, issue corrected W-2 tax documents to affected unit members.

2. Full Resolution of Claim via Payment.

(a) The parties agree that the RCSD's payment of a unit member's claim in accordance with Section 1 of this Memorandum of Agreement shall be the full and final resolution of the bargaining unit's / unit member's claim regarding the identified Payroll Error during the Relevant Period.

(b) Thereafter, neither the unit member, nor the unit member's bargaining representative, shall file any legal claim, including -- but not limited to -- any grievance under the collective bargaining agreement or any complaint in any court or to any administrative agency -- alleging that the unit member is entitled to any additional remuneration and/or damages as a result of the payroll error during the Relevant Period identified by the bargaining unit and for which the District made payment in accordance with Section 1, above -- except as noted in paragraph 3 below.

(c) Notwithstanding anything to the contrary, with respect to any Payroll Errors during the Relevant Period that are resolved pursuant to this Memorandum of Agreement, the District shall not be responsible for, and no unit member or bargaining representative may recover, lost opportunity costs, investment losses or lost earnings (not including PDI discussed in paragraph 9 below), or any special, incidental, indirect, or consequential damages.

3. Appeals Panel. If the bargaining unit member does not agree with the District's determination regarding their entitlement to payment and/or the amount of any such payment following an alleged Payroll Error during the Relevant Period using the process stated in Section 1, above, the unit member may file for an appeal within fifteen (15) working days of the date the determination is received by the unit member. The appeal must include all documents and information relevant to the appeal, including a detailed description of the specific areas of disagreement.

(a) Appeals shall be heard by an Appeals team, comprised of one District representative, one RTA representative, and one mutually agreed-upon neutral third party.

(b) No later than two weeks after the execution of this Agreement, the Parties shall identify a neutral third party (parties) to review appeals. Appeals Team meetings shall occur as soon as practicable but no later than 30 working days after the appeal is filed or when mutually agreed upon;

(c) Following a review of the record, the Appeals Team shall render a decision based on the majority of the Appeals Team. The Appeals team shall affirm, modify, or reject the prior

decision in writing. Such decision shall be provided as soon as practicable but no later than 60 working days after the appeal is filed.

(d) For any Payroll Error alleged to have occurred *after* June 30, 2026, the Parties agree that the grievance procedure in the applicable collective bargaining agreement shall govern the process for resolution of such a claim. Nothing in Section 3, however, shall prevent the Parties from entering into a subsequent written Memorandum of Agreement regarding any claim made after June 30, 2026. The Parties agree that any such subsequent MOA must be in writing, signed by all parties, and approved by the RCSD Board of Education in order to become effective.

4. Correspondence to Unit Member Attesting to Payroll Error(s). Upon request by an RTA or PDSU member with a claim regarding a Payroll Error during the Relevant Period that has been fully resolved, the District shall provide a letter to the unit member attesting to the Payroll Error(s) suffered by the unit member and the date(s) of that Payroll Error(s).

5. Overpayments. To the extent the parties discover that a payroll error during the Relevant Period caused an RTA or PDSU member(s) to be overpaid by RCSD, the following shall occur:

a. *Overpayment Notice*. RCSD shall notify, via e-mail or otherwise in writing, the unit member and the unit member's bargaining representative of:

- (i) the total amount of the overpayment to the unit member;
- (ii) the date(s) on which the overpayment(s) occurred; and
- (iii) the date on which the RCSD will begin making payroll deductions from the unit member's pay to recover the overpayment, and the amount of the payroll deduction in each paycheck.

b. *Repayment*. The total amount of the overpayment listed in the Overpayment Notice shall be recovered by RCSD via a payroll deduction(s) from the unit member's pay, subject to the following conditions:

- (i) the RCSD may deduct up to five percent (5%) of a unit member's gross pay per pay period to recover the overpayment until such time as the full amount of the overpayment occurs; and
- ii. (ii) RCSD is not entitled to seek or charge the unit member any interest when recovering the overpayment of wages.

6. Withdrawal of Grievances and October 17, 2025 Petition. Parties agree that upon the execution of the Memorandum of Agreement, all pending grievances and legal proceedings, including those cited herein, shall be withdrawn with prejudice, and the Parties further understand that this Memorandum of Agreement is equally enforceable by and among themselves.
7. Targeted Labor-Management Meetings. Unless otherwise determined by the Parties, the Joint Labor Management Committee will meet at least bi-weekly on weeks that school is in session during the 2025-2026 school year and as needed during summer 2026 to review data and information regarding Payroll Errors and the parties' efforts to resolve those Payroll Errors.
8. To acknowledge RTA unit members' commitment to the District during the Oracle transition, the District shall provide one additional personal leave day beyond the entitlement in Section 41.10(a)(8) of the CBA to all unit members for the 2026-2027 school year. Teacher Unit members who have submitted retirement effective before the beginning of the 2026-2027 school year, but remain employed by the District for the remainder of the 2025-2026 school year, shall have the option to use an additional leave day during the 2025-2026 school year.
9. To the limited extent any outstanding PDI surveys were not distributed and cannot reasonably be rectified before June 20, 2026, the requirement for submission of those surveys shall be deemed waived. With the exception of the above, this Memorandum of Agreement does not include any disputes related to professional development days, and claims surrounding those days remain subject to the bargained for grievance process contained in the parties collective bargaining agreement(s). Filed grievances with respect to professional development will be subject to arbitration on an expedited basis under the collective bargaining agreement.
10. No Precedent or Practice: The Parties agree that this Memorandum of Agreement addresses a unique set of facts and circumstances, and that neither this MOA nor any clause contained in this MOA creates any binding precedent or practice upon any party, and that this MOA nor any clause contained herein may be cited in any future proceeding or bargaining as creating a binding precedent or practice upon any party, including the regular grievance procedure permitted under the Parties current collective bargaining agreement.


11. MOA is Product of Negotiations. This Memorandum of Agreement is a product of negotiations by and between the parties, and no one party shall be considered the drafter of this MOA.

12. No Admission of Liability or Damages. This MOA is to not to be considered an admission of liability or fault by the District, and the Parties further agree that this MOA may not be cited in any proceeding or legal claim – including, but not limited to, any grievance, suit, or other claim – as any admission of wrongdoing or liability by the District. Without limiting any remedy provided herein, the Parties agree that the District shall not be liable for lost opportunity costs, investment losses or lost earnings (not including PDI discussed in paragraph 9 above), or any special, incidental, indirect, or consequential damages arising from Payroll Errors during the Relevant Period.

13. Compromise of Disputed Claims. This MOA is intended to be a compromise resolution of RTA and PDSU unit members’ claims of Payroll Errors during the Relevant Period that fully resolves any and all such claims and saves the Parties the time and expense of further legal proceedings regarding such claims.

14. Approval by a Vote of Board of Education. The Parties agree and understand that any terms contained herein, or any portion of this Agreement which shall require the District’s Board of Education to provide the additional funds or required approvals shall not become effective until and unless such time as the Board of Education votes to approve this Agreement at a duly noticed public meeting of the Board of Education.

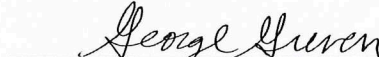
FOR THE RTA:



 Dr. Adam Urbanski
 RTA President

Dated: 6/2/2026

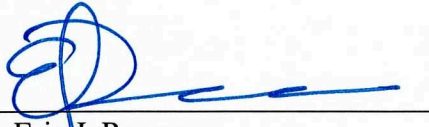
FOR THE PDSU:



 George Greven
 PDSU Chairperson

Dated: 6/2/2026

FOR THE DISTRICT:



Dr. Eric J. Rosser
District Superintendent

① 06/02/2026

Dated: 6/3/26

EXHIBIT A

**PAYROLL ERROR CLAIM FORM REGARDING ALLEGED PAYROLL ERROR(S)
OCCURRING BETWEEN JULY 1, 2025 AND JUNE 30, 2026**

1. **Employee Name:** _____
2. **Employee Identification No.:** _____
3. **Bargaining Unit to Which Employee Belonged at the Time the Payroll Error(s) Occurred:**

4. **Date(s) between July 1, 2025 and June 30, 2026 on which Payroll Error(s) Occurred for the Above Named Employee:**

5. (Add drop down menu listing common payroll errors)
6. **A Brief Description of Each of the Payroll Errors Identified in Response to #4, Above:**

7. **The Total Amount of Each Payroll Error Identified (please provide calculation of the Payroll Error(s), if so desired):**

8. **Election of Exclusive Remedy / Waiver of Wage Claims Against the District**
Accruing During the Period from July 1, 2025- June 30, 2026: By filing this Form with the District, I affirm that I have not filed any other complaint or other legal action against the District alleging the District is legally obligated to pay me any amount of wages for the period of July 1, 2025 – June 30, 2026.

Further, in exchange for the promises the District is making to me -- via a Memorandum of Agreement dated _____, 2026 by and between the District, the RTA and the PDSU -- including the full payment of any Payroll Errors I or others allege to have suffered because of the District during the time period of July 1, 2025 – June 30, 2026 (“Relevant Period”), including payment made to me personally by the District that is equal to ten percent (10%) of the payroll error(s) I suffered because of District during that Relevant Period, I (on behalf of myself and my heirs, successors, executors, administrators, trustees, legal representatives, agents and assigns), fully and forever release and discharge the District and each its present and former Board members, employees, insurers, attorneys, and agents (collectively “District Releasees”) from any and all demands, suits, losses, claims and causes of action, known or unknown, foreseen or unforeseen, at law or in equity, which I had, have, or may have against any of the District Releasees regarding any claim that the District did not pay me properly during the period of July 1, 2025 – June 30, 2026. For purposes of clarity, this release of claims is limited to any claim regarding wages I allege are due to me from the District for work I performed for the District, as well as any claim related to the District’s failure to properly and/or timely pay me wages due to me – including, but not limited to, any claim that I suffered emotional distress resulting from the District’s failure to pay me properly and/or timely during the Relevant Period, and any claim for the amount of a late payment or penalty I suffered from a financial institution or other entity or person due to the District not paying me properly and/or timely during the Relevant Period. This release expressly includes a waiver of any claim for lost opportunity costs, investment losses or lost earnings (not including PDI discussed in paragraph 9 of the MOA), and any special, incidental, indirect, or consequential damages arising out of or relating to Payroll Errors during the Relevant Period. Additionally, this release of claims does not apply to alleged underpayments between July 1, 2025 to June 30, 2026 that are unrelated to and/or were not caused by the District’s transition to Oracle (i.e., if a member claims to have been improperly denied a certain form of pay to which they allege entitlement under the CBA, this release will not apply to or preclude the members from pursuing such claim).

Additionally, I understand and agree that by submitting this “PAYROLL ERROR CLAIM FORM REGARDING ALLEGED PAYROLL ERROR(S) OCCURRING BETWEEN

JULY 1, 2025 AND JUNE 30, 2026” Form, I am agreeing to fully resolve any and all Payroll Errors, as defined in the _____, 2026 Memorandum of Agreement by and between the Rochester City School District and my collective bargaining unit, that occurred from July 1, 2025 – June 30, 2026 regarding my employment with the District exclusively via the resolution process stated in the _____, 2026 MOA by and between the District, the RTA, and the PDSU. I therefore agree that upon my submission of this Form to the District, I shall not file any grievance or other legal complaint or claim in any legal venue or before any administrative agency (*i.e.* the New York Department of Labor, the United States Department of Labor, the New York Public Employee Relations Board), alleging that I am owed any wages by the District for the period of July 1, 2025- June 30, 2026. If I later file such a claim, I agree that the District may use this Form as evidence that I agreed to the exclusive resolution process for any and all wage claims against the District that I had or may have had during the period of July 1, 2025 – June 30, 2026, and that I am not entitled to any further payment from the District if I receive payment for any Payroll Error(s) I have listed on this Form.

However, I understand that in the event that: (1) the District does not agree with my allegation that I have been subject to a Payroll Error; and (2) the District does not compensate me for the full amount of the Payroll Error plus an payment equal to ten percent (10%) of that payroll error in accordance with the December 2025 MOA by and between the District, the RTA and the PDSU, I reserve my legal rights to pursue a remedy against the District for the amount of the Payroll Error. If I do so, however, I agree that the amount of any payment the District made to me regarding the Payroll Error I identified on this Form – including any additional ten percent (10%) payment as described in the December 2025 MOA -- shall serve as an offset against the amount of any payment to which I am legally entitled from the District.

I further agree that the District’s payment to me of the ten percent (10%) of the Payroll Error, as described in the _____ 2026 MOA by and between the District, the RTA and the PDSU is good and valuable consideration to which I would not otherwise be entitled but for my agreeing to resolve any Payroll Error(s) occurring during the period of July 1, 2025 – June 30, 2026 via the resolution process described in the _____ 2026 MOA.

9. **Executing this Exhibit A Freely and Voluntarily:** I affirm that I have been ably represented by my collective bargaining unit during the negotiation of the _____ 2026 MOA with the District regarding Payroll Errors during the Relevant Period, including this **Exhibit A** -- and that to the extent I so desired, I did so prior to executing this **Exhibit A**.

I further affirm that prior to executing this **Exhibit A**, I had the opportunity to ask my bargaining unit and the District any questions I had regarding the meaning of any of the terms contained in this **Exhibit A**, and that I am executing this **Exhibit A** freely and voluntarily.

Signed: _____

Dated: _____, 2026

Please Print Employee Name: _____

**PLEASE SUBMIT THIS FORM TO THE DISTRICT VIA E-MAIL TO
ClaimFormPayroll@rcsdk12.org NO LATER 5:00 PM. ON JULY 20, 2026**