

MEMORANDUM OF AGREEMENT
By and Between
THE ROCHESTER CITY SCHOOL DISTRICT
And
THE BOARD OF EDUCATION NON-TEACHING EMPLOYEES (BENTE)
AFSCME LOCAL 2419 (AFL-CIO)

WHEREAS, the Rochester City School District (hereinafter the "District") and the Board of Education Non-Teaching Employees (hereinafter "BENTE"), collectively the "Parties", are signatories to a Collective Bargaining Agreement (hereinafter the "CBA") for the period of July 1, 2021 through June 30, 2024; and

WHEREAS, Bus Drivers are bargaining unit members of BENTE; and

WHEREAS, the District wishes to incentivize the recruitment and retention of Bus Drivers; and

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

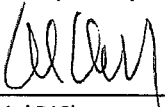
NOW THEREFORE IT IS HEREBY UNDERSTOOD AND AGREED AS FOLLOWS:

1. **Retention Incentive, Current District Employees:** Any active District employee employed prior to October 25, 2021 as a Bus Driver or in a transportation, grounds, distribution center, or food service position requiring a Commercial Drivers' License ("CDL") shall be eligible to receive a retention bonus payment of up to \$2,500. Employees who meet these conditions shall be paid a retention bonus payment of \$1,250, to be paid as soon as practicable, but no later than December 31, 2021, upon the execution of this Agreement. Employees who meet these conditions shall be paid the remaining \$1,250 in June 2022 so long as these employees remain active through the end of the school year, excluding Workers Compensation leaves of 30 days or less.
2. **Recruitment Incentive, New District Employees:** Any individual who is hired into the District as a Bus Driver between October 25, 2021, and April 1, 2022, shall receive a hiring incentive bonus payment of up to \$2,500. Employees who meet these conditions shall be paid \$1,250 after an individual is trained, on-boarded, and begins work with the District. Employees who meet these conditions and remain active shall be paid the remaining \$1,250 after one (1) year of continuous service, excluding Workers Compensation leaves of 30 days or less. Employees who are hired from working for another school bus driver provider in Monroe County shall not be eligible for this hiring incentive bonus payment.
3. **Attendance Incentive:** During the 2021-2022 school year, the District shall compensate any bus driver who is absent two days or less per semester (Sept-Jan; Feb-Jun), including sick, personal, and unpaid absences. Bus drivers who work for a majority of each semester and who meet these conditions shall be paid a \$250 bonus the month after the semester ends.
4. An employee who resigns or retires from employment with the Rochester City School District within twelve (12) months of meeting the conditions of the payment identified in paragraphs 1 through 4 of this Agreement shall refund the entire amount of the reimbursement to the District.

5. The Parties agree that the payments to employees identified in this Memorandum of Agreement shall be effective no later than April 1, 2023.
6. 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.
7. The Parties further agree that the terms and conditions within this Memorandum of Agreement shall not in any way be construed as a binding past practice or precedent between the Parties. The Parties acknowledge that this Memorandum of Agreement shall not constitute or in any way be interpreted as a waiver of any and all rights which the Parties have pursuant to the CBA.

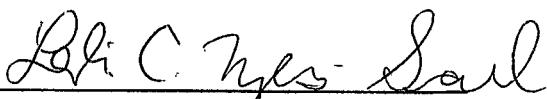
IN WITNESS WHEREOF, the Parties have executed this Agreement as of the date last written below.

**BOARD OF EDUCATION NON-TEACHING
EMPLOYEES (BENTE)**

By: 
Daniel DiClemente, President

Date: 11-1-21

ROCHESTER CITY SCHOOL DISTRICT

By: 
Dr. Lesli Myers-Small, Superintendent

Date: 11/1/2021