

AGREEMENT  
BETWEEN  
RUTLAND CITY SCHOOL DISTRICT  
AND  
THE RUTLAND CITY SCHOOL DISTRICT  
ADMINISTRATORS' ASSOCIATION

JULY 1, 2024 - JUNE 30, 2025

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## **PREAMBLE**

The Board of School Commissioners of the City of Rutland and the Rutland Administrators Association recognize that developing and operating educational programs of the highest quality for students of the City of Rutland is a common responsibility, which requires a harmonious working relationship among the Board, the Superintendent, the administrative team, and the staff. These groups have the common goal of providing the best possible educational opportunities for all students enrolled in the Rutland public schools in light of available resources. As a result, the groups recognize that they must establish and maintain positive, professional and respectful relationships among each other to further this common interest.

## **Article 1 RECOGNITION**

In accordance with Title 16, Chapter 57, of the Vermont Statutes Annotated (hereinafter Chapter 57), the Rutland City School District Board of School Commissioners (hereinafter Board) Recognizes the Rutland Administrators' Association (hereinafter Association) as the exclusive representative of those administrators included within the bargaining unit for the purpose of negotiating and administering this Agreement with the Rutland City School District (hereinafter District). The unit will consist of all individuals who are placed on the Administrative salary schedule included as part of this Agreement, and no one else. Additions to, or deletions from the administrative salary schedule will be made as part of the collective bargaining process.

## **Article 2 NO DISCRIMINATION**

The District and the Association agree that there shall be no discrimination in the employment, assignment or discipline of any employee on the basis of race, creed, color, national origin or ancestry, religion, sex, age, or sexual orientation in the administration of this agreement or for engaging in activities protected by Chapter 57.

The Association agrees that its membership will perform their duties for the District, as prescribed by the laws of the State of Vermont, and by the rules and regulations made thereunder by the Board and the Secretary of Education and in accordance with the terms of this Agreement.

Article 3  
**BOARD RIGHTS**

It is herein agreed that, except as specifically and directly modified by the express language in a specific provision of this Agreement which is itself not otherwise in conflict with statute and/or public policy, the Board retains all rights and powers that it has, or may hereafter be granted by law, and may exercise such powers at its discretion.

Article 4  
**ADMINISTRATOR RIGHTS**

- A. The District agrees that each administrator covered by this Agreement shall have the right to join and support the Association for the purposes of engaging in activities protected by Chapter 57. It is further agreed that each administrator covered by this Agreement shall have the right not to join or support this or any other administrative organization if he/she so desires.
- B. Whenever any administrator is required to appear before the Superintendent, the Board, or any committee thereof, for a hearing with respect to a formal charge issued by the District concerning his/her competency or his/her position of employment, he/she shall be entitled to have a representative of his/her choice at such hearing.
- C. The procedure for suspending and dismissing an Administrator shall be not less than that required by law to the extent, if any, such procedures are specifically governed by Vermont statutes.

Article 5  
**ORGANIZATION RIGHTS**

The Association shall have the right to use such facilities and equipment as are normally located for administrative use within their respective schools, as well as school technology equipment at reasonable times and upon appropriate request to the Superintendent, provided such use does not interrupt normal school activities. Any cost for repair or replacement as a result of such use of the equipment or the use of materials or services will be borne by the Association. Duly authorized representatives of the Association shall be permitted to transact official business on school property at reasonable times, provided that this shall not interfere during school hours with the teaching of pupils or assigned duties, or interrupt normal school operations. The Association shall have the right to use an area designated by the Superintendent for the posting of notices of its activities and no matter may be placed in the designated area which is derogatory of any school personnel or officer of detrimental to the best interests of the District.

Article 6  
**PERSONNEL FILES**

- A. No material derogatory of an Administrator shall be placed in his/her file unless the Administrator has had an opportunity to review the material. The Administrator will be provided with a copy of the material and will affix his/her signature to the item to be placed in the file. The signature in no way indicates agreement with the contents of the material. The Administrator will also have the right to submit a written response to the material and this response will be attached to the document. The Superintendent will initial the response but said initialing solely indicates receipt and placement in the file and does not constitute agreement with the response.
- B. An Administrator shall have the right, upon reasonable request, to review the contents of his/her personnel file and to make copies of any documents in it. An Administrator shall have the right to be accompanied by a representative of the Association during such review. The review of the file shall be during the open office hours of the District and no file may be removed from the office. Excluded from such review and copying are pre-employment recommendations and documents.
- C. Upon the first review of his/her file, the Administrator will initial and date each document in the file. In subsequent reviews, only the additional documents entered in the file since the prior review are to be dated and initialed.

Article 7  
**NEGOTIATIONS PROCEDURES**

- A. The Association agrees to notify the District of its intent to negotiate by January 15 of the contractual year in which such negotiations are to commence. On or before March 1 of the school year in which this Agreement expires, the negotiating teams for the Board and Association will meet, unless a later date is agreed upon by the parties, to exchange proposals and establish any necessary ground rules.
- B. Procedures and process for negotiations shall then take place in accordance with Chapter 57.
- C. The Board and Association agree to make available to each other relevant public data and information necessary for the formulation of proposals and the conduct of negotiations.
- D. In the event of an impasse, the costs for the services of a mediator and/or the chairperson of any fact-finding committee will be shared equally by the parties. Each party shall pay the costs of their respective representative on the fact-finding committee.
- E. The final agreement reached as the result of these procedures will be reduced to writing and submitted to the Board and Association for ratification.

Article 8  
**REDUCTION IN FORCE  
FOR ADMINISTRATORS**

- A. When in the final judgment of the Board, it is determined that an administrative position(s) is (are) to be reduced or abolished, the District will retain those administrators with the longest period of continuous service in the District and who hold appropriate certification and qualifications. Administrators not to be reemployed due to staff reduction shall be notified on or before February 1, except under extenuating circumstances.

For purposes of "bumping", two seniority lists will be developed. Principals and Directors will be on one seniority list and Assistant Principals and Assistant Directors will be on the other list. As long as the individual is certified and qualified for the position, the least senior individual in each category may be bumped by a more senior individual whose position has been reduced or abolished. In the event a Principal or Director's position is eliminated and the Principal or Director is the least senior member of that category but more senior than the least senior Assistant Principal or Assistant Director, the Principal or Director may "bump" the least senior Assistant, provided the individual holds appropriate certification and qualification for the position.

- B. In the event of a reduction in force or the abolition of a position as stated above, the Administrator who is left without an Administrative position will be offered a teaching position provided there is an open position for which the Administrator is certified and qualified and provided the offering of such position does not in any way conflict with the negotiated agreement with the Rutland Education Association. An Administrator does not have any priority over a teacher who has rights under the Reduction in Force and recall agreement between the District and the Rutland Education Association.
- C. An Administrator who moves from an Administrative to a teaching position as a result of the above will be placed on the teacher salary schedule in accordance with the provisions of the Agreement between the District and the Rutland Education Association and shall be given credit on the steps for all years worked.
- D. An Administrator whose position has been reduced or abolished will have the right of recall to his/her position or to another position for which he/she is certified and qualified, should an opening become available for a period of eighteen (18) months after the effective date of the position reduction or elimination.
- E. All recall notices will be by certified mail, return receipt. The failure to acknowledge and/or accept a recall within fifteen (15) calendar days of the issuance of the notice will remove the Administrator from the recall list.

- F. An Administrator who is recalled under this Agreement will have all of his/her previously unused accumulated sick leave and seniority credit restored except that no seniority or benefits will accrue or apply during the period of layoff. (See exception to sick leave restoration as stated in Article 22, Severance).

#### Article 9

#### **ADMINISTRATOR INDIVIDUAL AGREEMENT**

- A. An Administrator shall be notified by the Superintendent of Schools by February 1 if he/she is not to be rehired for the next school year for any reason. Any such notice will be in writing and delivered in writing by registered or certified mail, return receipt. At the option of the District, such notice may be hand delivered by the Superintendent of Schools. The notice will state the reasons for the non-retention.
- B. An Administrator who is offered an Agreement for the following school year shall return the signed Agreement to the Superintendent's office not later than April 15. Upon request, an Administrator shall be granted an additional thirty (30) calendar days to return the signed Agreement.
- C. Any individual Agreement issued prior to the conclusion of negotiations for a successor agreement to the Agreement then in effect shall be made consistent with the terms and conditions of the successor agreement.
- D. Fringe benefits will be ended for Administrators not returning to the District in the next school year as of June 30 or as determined by law. An Administrator whose services are otherwise terminated during the school year shall have his/her benefits, "Stay Well Health Plan" benefits only continued for a period not to exceed thirty days beyond the effective date of termination or at such other period as may be prescribed by law.

#### Article 10

#### **ADMINISTRATOR DISCIPLINE AND DISMISSAL**

- A. The Superintendent of Schools may discipline or dismiss an Administrator for just cause. Discipline short of dismissal may include, but not be limited to, the following: suspension with pay (not to exceed thirty (30) days) pending an investigation, placement on administrative probation, and/or a letter of reprimand (which may be responded to by the Administrator as provided for in provision 6(A)). Grounds for such action may include, but not be limited to, incompetence, conduct unbecoming an Administrator, failure to attend to duties, failure to carry out the orders of the Superintendent or the Board, or other conduct deemed sufficient to warrant discipline.



- B. In the event such discipline action is taken against an Administrator, the Administrator will be entitled, upon request, to a hearing before the Board or a subcommittee thereof. Such discipline may be appealed through the Grievance Procedure.
- C. The Administrator will be provided, in writing, with the reasons the action is being taken. The dismissal of any Administrator will be in accordance with the procedures of 16 VSA §243, as amended.
- D. RPS has developed Policies and Procedures for the operations of its schools. These Policies and Procedures have been developed over a long period of time and are continually updated and added to in order to deal with new situations and requirements. Policies and Procedures are kept in the Superintendent's office form the basis for student and faculty handbooks. Administrators are expected to abide by these Policies and Procedures. To the extent that any Policy and Procedure is inconsistent with a provision of this Agreement, the terms of this Agreement shall control.

## Article 11 GRIEVANCE PROCEDURE

### I. DEFINITIONS

- A. A "grievance" shall mean a claim by an Administrator, or group of Administrators, or the Association on its own behalf, that there has been a violation, misinterpretation, or misapplication of the specific terms of this Agreement.
- B. "Grievant" means the party named as the aggrieved; this can be the Association.
- C. For this article, "days" shall mean calendar days.

### II. PROCEDURE

#### STEP 1. INFORMAL

If an Administrator is not able to settle a grievance after talking it over with his/her immediate superior, he/she will discuss it with the Superintendent with the objective of resolving the matter informally. The request for this meeting with the Superintendent must be within ten (10) days of when the grievant knew or should have known of the grievance. An Association representative may be present at the request of the grievant.

If the Superintendent has not met with the grievant within the ten (10) days, the grievant may take the grievance to Step 2.

## STEP 2. SUPERINTENDENT - FORMAL

If the grievance is not resolved informally it may be reduced to writing on the agreed upon form and presented to the Superintendent within ten (10) days of the meeting in Step 1 or within fifteen (15) days if no meeting takes place. Within ten (10) days after the written grievance is presented to him/her, the Superintendent shall, without any further consultation with the aggrieved party, unless requested by the aggrieved, give his/her written decision on the grievance.

## STEP 3. BOARD OF SCHOOL COMMISSIONERS

A. If the grievant is not satisfied with the decision at Step 2, an appeal may be filed in writing on the agreed upon form with the Board within ten (10) days after the Superintendent has given his/her written decision.

B. Within thirty (30) days after the receipt of an appeal, the Board, or sub-committee of the Board, shall hold a hearing on the grievance. The hearing shall be in executive session.

C. The Board, or sub-committee of the Board, shall give its written decision within fifteen (15) days after the conclusion of the hearing.

## STEP 4. BINDING ARBITRATION

A. If the grievance is not resolved at Step 3, or if no response is given, the Association may request arbitration of the dispute within ten (10) days of the receipt of the written decision at Step 3 or within ten (10) days from the due date of the response if none is given.

B. Notification of the decision to appeal the grievance to arbitration shall be sent to the office of the Superintendent of Schools at the same time the Demand for Arbitration is sent to the American Arbitration Association.

C. The decision of the arbitrator shall be final and binding on both parties. The decision by the union to submit an issue to binding arbitration shall constitute a waiver of pursuit of the matter in any other form, save one for which such waiver is illegal.

D. The Arbitration hearing and the selection of the Arbitrator will be conducted by the American Arbitration Association under its Rules.

E. The Arbitrator so selected will hear the matter and render his/her decision within thirty (30) days of the conclusion of the hearing. The Arbitrator's decision will be in writing and will state his/her reasoning and conclusions thereof. The Arbitrator shall have no power or authority to add to, subtract from or modify any of the terms of this Agreement nor to render any decision which is violative of this Agreement or contrary to law.

F. The fees and expenses of the Arbitrator shall be borne equally by the parties and each party shall be solely responsible for its own expenses in the processing of its side of the case.

### III. Miscellaneous

A. The Board and the Association agree to facilitate any investigation which may be required and to make available any and all relevant, non-privileged material and documents, communications and records at the request of the other party.

B. The District recognizes that the procedure must be available without any fear of discrimination because of its use. Informal settlements at any stage will resolve the issue for that particular dispute but will not create a precedent or binding ruling in any future situation on the same or similar matters.

C. Failure at any step to communicate a decision to the grievant and the Association within the time limit shall permit the lodging of an appeal at the next step of the procedure. Time limits, in all instances, shall only be waived by mutual written consent.

D. The grievant may choose whomever he/she wishes to represent him/her at any step, except that the representatives may not be an official of any other employee organization not affiliated with the Rutland Administrators' Association and no grievance shall proceed to arbitration except with the express approval and consent of the Association.

E. No grievance shall be filed or entertained or processed under this procedure for which a specific method of review is prescribed and set forth by law or any rule or regulation of the State Secretary of Education.

Article 12  
**ADMINISTRATOR TRANSFER  
AND REASSIGNMENT**

The Superintendent of Schools will determine and implement all transfers and reassignments of administrative personnel. A transfer shall mean a move from one building to another (considered long-term and permanent as opposed to short-term). Reassignment (permanent in nature rather than short term) shall mean a change in the job duties and/or responsibilities of an Administrator within the area of his/her certification and qualifications. Transfers and reassignments will be made when necessary and in the best interests of the District. The Board will be advised of any such transfer or reassignment.

A transfer or reassignment to be made effective in the next school year will be made known to the Administrator by June 1 of the preceding year, except when unusual or extenuating circumstances require the transfer or reassignment notification be at a later date. An Administrator will only be transferred or reassigned during the school year if an emergency situation occurs, there is an unexpected vacancy which needs to be filled immediately, a new position is created for which the Administrator applies and is certified and qualified, a new program is developed for which the Administrator holds unique qualifications as determined by the Superintendent and with the concurrence of the Board.

No voluntary or involuntary transfer or reassignment will be made until the Administrator meets with the Superintendent and discusses the reasons. In the case of an involuntary transfer, reasons will also be given in writing to the Administrator concerned for why the transfer is occurring. In an emergency situation in which prior discussion is not readily possible, the meeting with the Superintendent must take place within a week of the transfer or reassignment.

When an Administrator is transferred or reassigned to a new building or work location, the Administrator will receive an additional day's pay at his/her per diem rate at the time of the transfer or reassignment.

If there are Administrators who have recall rights under the terms of this Agreement, they will be considered for any vacant and open positions for which they are certified and qualified and approved by the Board.

If the Superintendent/Board are considering adding or deleting an administrative position, then they will consult with the RAA before adding or deleting any administrative position.

Article 13  
SICK LEAVE

- A. All Administrative positions regardless of the number of days of required work shall receive seventeen (17) days of sick leave annually. Unused sick leave days shall accumulate to a total of not more than 225. All sick leave accumulated days are to be used in determining present sick leave available.
- B. Of the 17 days of annual sick leave up to ten (10) days per work year may be used to care for an important family member.
- C. The Administrator must notify the Superintendent on or before the first day of illness or injury and when the Administrator expects to return to work. If deemed to be in the best interest of the District, the Superintendent may require a physical examination of the Administrator, such examination to be administered without charge to the Administrator.
- D. An Administrator who leaves the school system and is reemployed within two (2) years of such cessation of employment, shall have all unused sick leave days restored.
- E. An Administrator who served as a teacher or non-aligned employee in the District prior to becoming an Administrator shall have accumulated sick days clearly recorded in each category. Once reaching the 225 day threshold, as they are earned, the Administrator may swap teacher/non-aligned days for Administrator days for severance purposes.
- F. Sick Leave Bank

Sick leave days available to an Administrator may be modified by the Administrator according to the provisions of a sick leave bank, as follows:

- 1) The Administrative Sick Leave Bank will apply to those Administrators who are represented by the Rutland Administrator's Association.
- 2) The Administrative Sick Leave Bank may not have more than two hundred and twenty-five (225) days at any one time.
- 3) Each year members of the Administrative Association may contribute, on a voluntary basis, unused accumulated sick days to the bank but not to exceed the aggregate of two hundred and twenty-five (225) days consisting of days remaining in the bank from the preceding year and current annual contributions. No individual Administrator may contribute more than twelve days per annum and such contribution must be made not later than October 1 of each year. The District will notify the Association of the total number of days in the bank before a contribution request.

- 4) Only Administrators in the unit who have contributed days to the sick leave bank will be eligible to use days in the bank.
- 5) No Administrator will be eligible to receive more than two hundred and twenty-five (225) days from the sick leave bank, and only after exhausting his/her accumulated sick leave, minus any days voluntarily donated to the bank, plus the number of days credited to the Administrator at the start of each contract year.
- 6) The determination of eligibility to use sick leave bank days will be at the discretion of the Superintendent of Schools, after consultation with the President of the Rutland Administrators' Association. The applicant may be required, either by the Superintendent or the President of the Rutland Administrators' Association to submit satisfactory proof of illness or disability.
- 7) After an Administrator has used two hundred and twenty-five (225) days of sick leave from the bank, the Administrator will have the option of requesting a leave of absence for one year, meaning twelve (12) months from the date all sick leave ends.
- 8) In the event all days in the sick leave bank are used, the bank will be reopened for additional contributions from the Administrators.
- 9) Days remaining in the sick leave bank on June 30 of each year will be carried over for the next school year, unless otherwise negotiated between the employer and the Administrators' Association.

- G. If the Superintendent believes a physical and/or psychological/psychiatric examination of an Administrator is in the best interest of the school system, the Superintendent may require an examination of the Administrator, such examination to be administered without charge to the Administrator. The Administrator shall consent to the examination and a release of the results of the examination to the Superintendent.

#### Article 14 B E R E A V E M E N T L E A V E

In the event of a death of an important family member of an Administrator, the Administrator may be granted up to three (3) days of paid leave for attendance at the funeral if local and two (2) additional travel days if distant. Additional days, either paid or unpaid at the Superintendent's discretion, may be granted by the Superintendent of Schools on a case-by-case basis.

Article 15  
**SPECIAL LEAVES**

- A. A military leave not to exceed two (2) years will be granted to any Administrator who is inducted or enlists in any branch of the Armed Forces of the United States. Upon return from such leave, an Administrator will be placed on the salary schedule at the level which he would have achieved had he/she remained actively employed in the system during the period of his/her absence.
- B. A maximum of ten (10) days per school year will be granted an Administrator called into temporary active military duty of any unit of the United States Reserves or the State National Guard, provided such obligation cannot be fulfilled on days when school is not in session. The Administrator so affected will be paid the difference between his/her regular pay and the pay which he/she receives from the Federal or State Government of such service.
- C. Jury duty will be granted to any Administrator who is ordered to perform jury duty. The Administrator will be paid the difference between his/her regular pay and the pay which he/she receives from the Court for such service.
- D. In the event an Administrator requests any one of the special leaves cited in B. or C. above, he/she shall give evidence that he/she has requested and has been denied a postponement of the performance of such service until after the conclusion of the school year.

Article 16  
**FAMILY LEAVE**

- A. An Administrator shall have family leave rights consistent with 21 V.S.A. §472 or as that section maybe amended from time to time. Upon written request to the Superintendent and upon approval of the Board of School Commissioners, such leave may be extended for an additional six (6) months. In no event shall such leave exceed one (1) full year. Such requests must be in writing and made at least thirty (30) days before the start/extension of the leave except where such notice is not possible due to an emergency.

Article 17  
**PROTECTION OF ADMINISTRATORS  
IN DAMAGE SUITS**

- A. The District shall indemnify and save harmless any Administrator from financial loss and expense, including reasonable legal fees and costs, if any, arising out of any claim, demand, suit or judgment by reason of alleged negligence or alleged discrimination while the Administrator is in the performance of his/her duties or other act resulting in accidental injury to a person or accidental damage to or destruction of property, with or without the school building, providing such indemnified person, at the time of the accident resulting in such injury, damage or destruction, was acting in the discharge of his/her duties within the scope of his employment or under the direction of the District.
- B. The District shall insure against such liability in any insurance company organized in this state or in any insurance company of another state authorized by law to write such insurance in this state, with minimum coverage in the form of a comprehensive general liability policy including the Administrator as an additional insured and with minimum limits of not less than three hundred thousand dollars (\$300,000) per person and five hundred thousand dollars (\$500,000) per occurrence for bodily injury and fifty thousand dollars (\$50,000) per occurrence for property damage.
- C. The District shall furnish proof of insurance with the minimum limits herein provided to the Secretary of Education.

Article 18  
**PAYROLL DEDUCTIONS AND PROCEDURES**

- A. The District will provide payroll deductions for Administrators who voluntarily authorize such deductions, in writing, on a form(s) provided by the District under Board policies. Available deductions shall include:
  - Credit Union
  - Tax Sheltered Annuities
  - Rutland Administrator Association Dues
- B. Rutland Administrator Association dues will be deposited to an account designated by the RAA.



Article 19  
**HEALTH AND WELFARE**

- A. The District's Health Plans are the four plans established and offered by VEHI (Vermont Education Health Initiative). By reference to the Document, "Terms and Conditions as Required by the Arbitration Award and Resolution of Negotiations Between the Commission of Public School Employee Health Benefits Pursuant to the Provisions of 16 V.S.A. Chapter 61" (attached), all terms and conditions of that Document are incorporated in this collective bargaining Agreement in accordance with applicable laws.

Each employee shall be permitted to choose the Health Plan offered by VEHI in which they desire to participate (Platinum, Gold, Gold CDHP, Silver CDHP). Employees who select either the Gold CDHP or the Silver CDHP will pay 20% of the insurance premium and RPS will pay 80% of the insurance premium. For employees who select either the Platinum or Gold (non-CDHP) VEHI plans, the amount of money available for the Gold CDHP can be credited at the employee's discretion toward the premium costs for a tier of coverage (Single, Two Person, Parent/Child(ren), or Family) in the Platinum or Gold (non-CDHP) plans. Participation in and selection of the plans is governed by IRS regulations at all times such that some participants are ineligible for certain plans.

The District will provide an IRS section 125 health related program for all Employees. This plan will include insurance premium conversion for group health and dental insurance, and health and dependent care flexible spending accounts, and limited purpose health flexible spending accounts to employees participating in an HSA.

**If there are government changes that affect health insurance programs during the term of this Agreement, then the parties agree to renegotiate the health insurance program as well as the wage article. The Health Plan provisions of this Agreement shall be renegotiated if at any time the State of Vermont or the U.S. government adopts a health plan or health insurance plan or has some other program that alters the costs to RPS from what exists at the time of signing this Agreement.**

- B. Dental Plan - Coverage will be under the Dental Plan currently in effect. The Plan will be paid: 100% by the District and 0% by the Administrator. The spouse and dependent coverage will be the same as for the individual Administrator.
- C. A term life insurance policy in an amount twice the Administrator's salary will be provided by the District to members of the Association.
- D. City Pension/Retirement Plan: Participation in the City Pension/Retirement System by Administrators shall be governed by the City Pension Plan and appropriate Ordinances of

the City of Rutland as they may be amended from time to time by the City Pension Board. The contributions to support the City Pension Plan shall be paid as follows:

FY 18-21 Administrator Contribution  
4.8%

District Contribution  
amount to satisfy actuarial  
Recommendations

NOTE: The benefit of the Pension plan as of July 1, 2010 accrues for each year of service going forward for the Administrator at 1% for every year of service as the Plan is currently constituted and past benefits prior to July 1, 2010 have accrued at the rate of 2% times the number of years of service and participating in the Pension Plan.

- E. The District will provide to members of the unit a Long Term Disability Insurance policy, which provides disability compensation at 66% of the employee's covered earnings at the time of disability. Coverage will commence six (6) months after the onset of the disability, provided the employee continues to remain disabled, and will cease at the end of the disability or to age 65, whichever is sooner. Any other requirements an Administrator has to meet are those established by the carrier.
- F. District payments and contributions to Social Security, Workers' Compensation or other coverages required by statute will be to the extent required by those statutes.
- G. The Administrators may participate in the District's I.R.S. §125 health related program.

## Article 20 WORK YEAR

- A. The work year for Administrators shall be July 1 through June 30. For the purpose of determining a per diem rate of pay, all administrator salaries are divisible by 225.
- B. It is understood that emergency school closings are primarily for the safety of children. Administrators are expected to be at their work sites if reasonably possible. However, attendance of building Administrators during severe emergency school closing shall not be required.

Article 21  
**VACATIONS AND HOLIDAYS**

Each administrator is to perform a job for the compensation assigned to his/her position. There are no fixed holidays or vacation days so that there is flexibility and the administrator can manage his/her time and days worked. Administrators shall, to the extent reasonably possible, provide schedules of days that the administrator will not be at work so that conflicts can be identified. The Superintendent shall advise the administrator of any conflict issues so that a resolution can be worked out among all parties. The Superintendent's determination for how to resolve conflicts if there is not agreement with an administrator shall be final.

Article 22  
**SEVERANCE**

After a minimum of five (5) years of continuous full-time service in the District, an Administrator signifying by a letter of intent to leave the District (resign/retire) with thirty (30) days notice will receive severance pay as follows:

1. For every day of an Administrator's unused accumulated sick leave days, he/she shall be compensated for unused accumulated sick leave as follows:

After 5 years	\$50.00 per day
After 6 Years	\$75.00 per day
After 7 Years	\$100.00 per day
After 8 Years	\$150.00 per day
After 10 Years	\$175.00 per day
2. An Administrator who leaves the school system and is reemployed by the school system within two (2) years of such cessation of employment shall have all unused sick leave restored unless he/she has received compensation for said days as part of a severance agreement.

Article 23  
**PROFESSIONAL DEVELOPMENT**

- A. Upon request to the Superintendent, an Administrator may, at the discretion of the Superintendent, be granted time each year to observe in another school or to attend professional meetings without loss of pay. The amount of time available for such visitations or meetings to be determined by the Superintendent in meeting with the Administrator. The granting or denial of such requests is solely at the discretion of the Superintendent.

- B. The District will establish an annual fund of ten thousand dollars (\$10,000) for the purpose of allowing Administrators to attend professional meetings, conferences and workshops which have the prior approval of the Superintendent of Schools. Administrators who wish to attend the above will request approval at least two (2) weeks in advance. Supporting evidence of expenses will be provided by the Administrator in accordance with District practices and procedures. Professional meetings, conferences and/or workshops which the District requires Administrators to attend are not included in this fund and limit.

If the District requires an Administrator to be a member of any professional educational organization or association, the District will pay the dues for such membership. At the discretion of the Superintendent, and upon approval of the Board, an Administrator may be reimbursed the membership fee for joining a professional educational organization or association not required by the District but deemed by the Superintendent and Board to be important to the professional development of the Administrator and of value to the school district. The granting or denial of such reimbursement is solely at the discretion of the Superintendent and/or Board and must come from the ten thousand (\$10,000) fund limit described herein.

- C. The District will reimburse Administrators for tuition, registration, and textbook expenses incurred to take courses related to or required for their employment. Prior approval by the Superintendent to take said courses is necessary before reimbursement is authorized. Courses are to be completed satisfactorily before reimbursement. A maximum of six (6) credits may be approved per Administrator per Agreement year. The tuition rate may not exceed the per credit rate at UVM.

#### Article 24

#### **ADMINISTRATOR PERFORMANCE APPRAISAL**

- A. All Administrators shall be evaluated each year. The evaluation will be based not only on the normal and customary duties of the Administrator but also on how well the Administrator achieved the goals and objectives established between the Superintendent and Administrator at the beginning of each year. An Administrator who has served more than two (2) years but is assigned to a new position will be evaluated at least twice in his/her first year in the new assignment. The Superintendent will share the results of these evaluations with the Administrator in a post-evaluation conference and in writing. The Administrator shall sign the written evaluation. By affixing his/her signature to the performance appraisal report, the Administrator acknowledges receipt of a copy of the evaluation, and such signature does not necessarily indicate agreement with the contents of the appraisal. The Administrator may attach a written response to be appended to the written performance appraisal if the Administrator wishes to do so.

- B. Professional performance reviews of Administrators will be conducted by the Superintendent of Schools, or the Assistant Superintendent if designated by the Superintendent. The Superintendent may also require Directors or Building Principals to evaluate Assistant Administrators. Final evaluation of all Administrative personnel is determined by the Superintendent of Schools.
- C. The evaluation process will be developed by the Superintendent in consultation with the members of the Administrators' unit. The final decision as to the process shall remain with the Superintendent of Schools. After the development of the evaluation process, all Administrators will be informed of the process prior to its implementation.
- D. The Administrators agree to provide input about the Superintendent in the evaluation process of the Superintendent which is done by the Board.

#### Article 25 **NOTIFICATION**

Whenever written notice to the District or the Superintendent of Schools is provided for under the terms of this Agreement, such notice shall be addressed to the President, City of Rutland Board of School Commissioners, c/o Superintendent of Schools or to the Superintendent of Schools, Rutland City Schools at the appropriate central office address. Notice to the Association shall be addressed to the Secretary, Rutland Administrator Association with a copy to the President. The RAA will advise the Superintendent of Schools each year who the designated officers are and their address. Either party, by written notice to the other, may change the address where written notice is to be sent.

#### Article 26 **SEVERABILITY**

If any provision of this Agreement or any application of the Agreement to any Administrator or group of Administrators shall be found to be contrary to law or otherwise invalid by a court or agency of competent jurisdiction, then such provision or application shall not be deemed valid and subsisting except to the extent permitted by law or court or agency of competent jurisdiction. All other provisions and clauses of the agreement or applications thereof will continue in full force and effect.

#### Article 27 **COMPLIANCE**

It is understood that both parties have had the opportunity to make proposals and counter-proposals during negotiations, that this Agreement represents all the understanding of the parties on all matters which were properly the subject of negotiations. During the term of this Agreement,

neither party shall be required to negotiate with respect to any such matter whether or not covered by this Agreement. This Agreement may not be modified in whole or in part except by mutual agreement of the parties, in writing, and duly executed by both parties.

This Agreement shall supersede all rules, regulations, or practices of the Board and the District which shall be contrary to or inconsistent with its terms. All past practices inconsistent with the specific terms of this Agreement are null and void.

Copies of this Agreement shall be duplicated by the District and a copy given to each Administrator. A copy of the Agreement will also be provided to any new Administrator either at the time of hire or at the Administrator's orientation meeting(s).

## **ARTICLE 28 EFFECTIVE DATES OF AGREEMENT**

This Agreement shall be effective from July 1, 2024 through June 30, 2025.

## **ARTICLE 29 RETIREMENT BENEFIT PROGRAM**

An Administrator who meets the criteria for retirement established by the State retirement system and has been employed by the school district for at least eight (8) years shall be entitled to a retirement benefit of one half (1/2) of their salary in effect at the time of retirement. The amount shall be payable in three annual installments, with the first payment being due on the first July 1 after the employee's final day of employment, and the remaining two payments being due on July 1 of the next two successive years following the initial payment. In addition, health insurance, under the then current plan, shall be provided to the Administrator for the first full year following retirement.

## **ARTICLE 30 DETERMINATION OF SALARIES**

The attached Exhibit A shall be the schedule of salaries for positions that existed at the time of entering into this Agreement. If new positions are created, then salaries and scheduled increases shall be set so that by the final year of this Agreement the salary for the new position will be relatively equal to other similar statewide positions, just as was done for existing positions. The parties have agreed that a position requires a specific amount of compensation, regardless of the years of experience. The District wants to be able to hire the best qualified individual willing to work for the amount of compensation offered by the District.

Administrators must, however, receive a satisfactory evaluation from the Superintendent in order to receive the increase for the next year, as set forth on Exhibit A. An administrator with an unsatisfactory evaluation shall receive no salary increase for the next year, but the Superintendent must provide a plan for improvement of the Administrator. An Administrator who believes that the unsatisfactory evaluation was unwarranted shall have a right to appeal the decision of the Superintendent to the Board and shall be entitled to an executive hearing with the Board for the Board to decide the correctness of the evaluation; the Board's decision shall be a final and unappealable decision. If an Administrator receives an unsatisfactory evaluation and in the next year receives a satisfactory evaluation, then the Administrator shall be entitled to an increase in their salary just as if there had been a salary freeze. In other words, the Administrator will always be one year behind where they would be but for the unsatisfactory evaluation. In the event that a new Agreement results in smaller increases than as provided in this Agreement, then the Administrator that received an unsatisfactory evaluation would get the larger increase of the final year of this Agreement before receiving the increases under the new Agreement (the Administrator remains "one step" behind).

If a new person is hired for a vacant or new position, then the amount of compensation which may be offered may be greater than what is shown on Exhibit A as a starting salary, but the increments of increase shall be less, so that by the final year of this Agreement, the salary of the new person shall be as set forth on Exhibit A.

Dated this 9<sup>th</sup> day of January, 2024.

RUTLAND CITY SCHOOL DISTRICT

by: Calvin Spae  
President of the Rutland Board of School Commissioners

Dated this 9<sup>th</sup> day of January, 2024.

RUTLAND CITY SCHOOL ADMINISTRATORS' ASSOCIATION

by: [Signature]  
President, duly authorized agent

<b>ADMINISTRATIVE SALARY SCHEDULE</b>	
<b>POSITION</b>	<b>FY 2025</b>
Northeast Principal	<b>\$135,035</b>
Northwest Principal	<b>\$135,035</b>
Rutland Middle School Principal	<b>\$138,357</b>
Rutland Middle School Assistant Principal	<b>\$114,862</b>
Rutland Intermediate School Principal	<b>\$141,793</b>
Rutland Intermediate School Assistant Principal	<b>\$118,653</b>
Rutland High School Principal	<b>\$157,989</b>
Rutland High School Assistant Principal	<b>\$129,755</b>
Stafford Technical Center Director	<b>\$145,977</b>
Stafford Technical Center Assistant Director	<b>\$129,755</b>
RMS-RHS Allen Street Campus Director	<b>\$135,035</b>
Northeast School Coordinator of Support Services (Birth to Grade 2)	<b>\$107,135</b>
Northwest/PPLC Coordinator of Support Services (Birth to Grade 2)	<b>\$107,135</b>