

AGREEMENT

***RUTLAND CITY PUBLIC
SCHOOLS***

AND THE

***RUTLAND EDUCATION
ASSOCIATION- PROFESSIONALS***

Effective July 1, 2024 through June 30, 2025

TABLE OF CONTENTS

<u>ARTICLE NUMBER AND TITLE</u>	<u>PAGE NUMBER</u>
Introduction.....	1
Preamble	1
Preface for the 2024-2025 REA Contract	1
Article 1 - Recognition.....	2
Article 2 – Understandings and Definitions.....	2
Article 3 - Negotiations.....	3
Article 4 - Grievance Procedure	4
Article 5 - Voluntary Dues Deduction.....	8
Article 6 - Salary	8
Article 7 - Professional Development.....	11
Article 8 - Professional Leave.....	13
Article 9 - Leaves.....	14
Article 10 - Retirement Benefits	19
Article 11 - PROFESSIONAL Contract Assignment.....	20
Article 12 - Transfers and Reassignments	21
Article 13 - PROFESSIONAL Performance Process	23
Article 14 – Work Year/Day/Hours	25
Article 15 - Reduction in Force	29
Article 16 - Coverage.....	32
Article 17 - Protection of PROFESSIONALS in Damage Suits	32
Article 18 – Additional Benefits.....	32

Article 19 - Association Rights.....	34
Article 20 - General Provisions.....	35
Article 21 - Duration.....	36
Article 22 – Provisions Dealing with Non-Teaching Nurses.....	36
Appendix A - Acknowledgment of Arbitration.....	38
Appendix B - Grievance Record.....	39
Appendix C - Payment Schedule	40
Appendix D – PROFESSIONALS Placement on Reformatted Salary Schedule.....	41
Index for PROFESSIONALS Salary Schedules	42
PROFESSIONALS Salary Schedule 2024-2025.....	43
Index for Nurses Salary Schedule	44
Nurses Salary Schedule 2024-2025	45
Appendix E – Sample Contracts for PROFESSIONALS.....	46
Appendix F – Employee Medical Information Form for paragraph 13.14.....	49

PREFACE FOR 2025-2026 REA CONTRACT

This Agreement was imposed by the BOARD on May 9, 2025, consistent with Vermont law, 16 V.S.A. § 2008 which permits the BOARD to impose terms of an Agreement if the BOARD and the ASSOCIATION are unable to agree on a successor Agreement after fully complying with the labor negotiations procedure set forth in Title 16, Chapter 57. The BOARD and ASSOCIATION have fully complied with the labor negotiation procedures set forth in Title 16, Chapter 57. Through those negotiations, many changes were agreed to between the BOARD and the ASSOCIATION and tentative agreements were executed on those terms. Those agreed upon terms have been incorporated into the Agreement. The disputed terms that resulted in not reaching an agreement between the parties that are being imposed by the BOARD that differ from the prior Agreement are specifically identified in this Agreement, with deletions being in red strikethrough format and additions being in blue underlined format. Although there are no signatures on the contract imposed, we have kept the format the same and refer people to the Board minutes where this contract was imposed. To the extent the language of the contract represents that this Agreement was an agreed upon contract, this preamble controls.

Introduction to the Contract

This Agreement is made and entered into by and between the Rutland City Public Schools of the City of Rutland, a municipal corporation, in the County of Rutland and State of Vermont which is operated pursuant to the Rutland City Charter by the Board of School Commissioners (hereinafter referred to as the "RCPS"), and the Rutland Education Association, an affiliate of the Vermont-NEA and the National Education Association, (hereinafter referred to as the "ASSOCIATION") effective as of the 1st day of July 2024 in compliance with the "Professional Negotiations Act", Chapter 57 of Title 16 of Vermont Statutes Annotated and the Rutland City Charter 1963, as revised.

PREAMBLE

The Board of School Commissioners of the City of Rutland (hereinafter referred to as the BOARD) and the Rutland Education Association – PROFESSIONALS recognize that developing and operating educational programs of the highest quality for the students of the City of Rutland is a common responsibility which requires, in order to maximize the potential, a harmonious working relationship among the BOARD, the Superintendent, the administrative staff, and the staff. These groups have the common goal of providing the best possible educational opportunities for all students enrolled in RCPS in light of available resources. The groups recognize that they must establish and maintain relationships among themselves based upon this common interest. The groups recognize that the goal is to have a safe workplace environment for students and the people working with the students and that reasonable policies need to be in place and enforced to accomplish this objective. The groups further recognize that education is a public trust.

The BOARD and the ASSOCIATION recognize every student's right to learn within their capabilities. Further, the parties agree that PROFESSIONALS need to be accorded that degree of

academic freedom necessary to accomplish the agreed upon academic objectives and course of instructions as approved by the BOARD.

ARTICLE 1

RECOGNITION OF THE REA CONTRACT

The Board recognizes the ASSOCIATION for the purpose of collective negotiations, pursuant to Title 16, Chapter 57, of the Vermont Statutes Annotated, as the exclusive representative of a Unit consisting of all employees of RCPS who spend at least 50% of their work time for RPS engaged in instructional teaching duties and are licensed as a teacher by the State of Vermont as well as those employees of RPS who have the following job titles:

Educational Behavior Specialist,
Guidance Counselor,
Home School Coordinator,
Library/Media Specialist,
Psychologist,
School Nurse,
School Nurse/Teacher,
School-to-Work Transition Specialist,
Speech and Language Pathologist
School Social Worker

All of these employee(s) covered by this Agreement are hereinafter referred to as "PROFESSIONAL(S)". All of the PROFESSIONALS except for School Nurses shall be employed on the "PROFESSIONALS Salary Schedules". In order to avoid any misunderstanding and not by way of limitation, the following are not part of the Unit: people performing under privately contracted services and all administrative personnel, including but not limited to the Principals, Assistant Principals, Athletic Director, Stafford Technical Center Director, Stafford Technical Center Assistant Director, Student Support Services Coordinator(s) (for each building), Student Support Services Director, Superintendent, and Assistant Superintendent.

ARTICLE 2

UNDERSTANDINGS AND DEFINITIONS

- 2.1 The purposes of this Agreement are to promote orderly and peaceful relations with the PROFESSIONALS, to achieve the highest level of PROFESSIONAL performance consistent with safety, good health, and professional effort, and to promote the general welfare of RCPS, its students, PROFESSIONALS, and other staff covered by this Agreement.
- 2.2 It is recognized that the BOARD has and will continue to retain, whether exercised or not,

the sole and exclusive right and responsibility to direct every aspect of the operation of RCPS. These rights and responsibilities shall be exercised in a manner consistent with the specific terms and provisions of this Agreement.

- 2.3 Action taken by the BOARD or its duly authorized agents, which is contrary to the provisions of this Agreement, shall be subject to the grievance provisions of this Agreement.
- 2.4 *Probationary employee*: A probationary employee is a person who has been employed by RCPS for less than two years.
- 2.5 *Continuing employee*: A continuing (non-probationary) employee is a person who has been employed by RCPS, who has completed two or more years of full-time service and who has been considered an employee for those two or more years.
- 2.6 *Superintendent* shall mean the Superintendent of RCPS or whomever the Superintendent has delegated his/her responsibilities to.
- 2.7 *ASSOCIATION* shall mean not only the Rutland Education Association - PROFESSIONALS operating through its board but also any person or person to whom it may delegate its responsibilities.
- 2.8 *Classroom Teacher* shall mean a PROFESSIONAL who spends at least 50% of their work time for RPS engaged in instructional teaching duties and is licensed as a teacher by the Agency of Education and has executed a PROFESSIONALS-Teacher contract with RCPS.
- 2.9 References in this Agreement to the plural shall be read to mean the singular wherever appropriate.

ARTICLE 3

NEGOTIATIONS

- 3.1 On or before December 1 of the school year in which this Agreement expires, and if there is ever a need for “interim negotiations” as provided for in this Article, RCPS agrees to enter into negotiations with the ASSOCIATION. The negotiations shall be in accordance with the procedures set forth herein as well as may be required by Vermont Statutes, and both parties agree to make a good faith effort to reach agreement concerning matters of salary, related economic conditions of employment, procedures for processing complaints and grievances relating to employment and any mutually agreed upon matters not in conflict with the statutes and laws of the State of Vermont and the Rutland City Charter, as any of them may be revised from time to time. During the negotiation process the parties will endeavor to work cooperatively. Any agreement, which the parties negotiate, shall be reduced to writing and signed by RCPS and the ASSOCIATION.
- 3.2 During negotiations, RCPS and the ASSOCIATION will exchange relevant data and points

of view, and will make proposals and counter proposals to each other. RCPS will make available to the ASSOCIATION necessary and relevant public data and information, so that it may perform its representative responsibility, within a reasonable period of time after receipt of any request in writing identifying the information sought. Either party may, if it so desires, utilize the services of lay and professional representatives for the purpose of assisting any party in the negotiations.

- 3.3 RCPS and the ASSOCIATION agree that if, after negotiations have taken place on matters properly before them, they are unable to reach agreement, the provisions of VSA Title 16, Chapter 57 may be utilized, jointly or severally by the parties as well as other appropriate laws as applicable. The costs of any neutral third party utilized by the parties to assist in the negotiation process shall be shared equally.
- 3.4 If there is a significant reduction in the revenue funds to RCPS or the ability of RCPS to raise funds, for whatever reason, that requires the Board to consider ways of reducing the budget to compensate for the reduced revenues, in order to permit participation by the ASSOCIATION in the budget discussions and cuts, the parties agree that “interim negotiations” will occur to see if acceptable solutions to both parties can be found, but the ASSOCIATION understands that RCPS may have to take steps to address the problems even if there is no agreement.

ARTICLE 4

GRIEVANCE PROCEDURE

- 4.1 Definitions for this Article and throughout this Agreement:
 - a.) “Grievance” shall mean any claim by a PROFESSIONAL and/or the ASSOCIATION that there has been a violation, misinterpretation, or misapplication of the terms of this Agreement, **except** a grievance shall not be for:
 - i. Any matter for which there is a specific method of review prescribed by law or by any rule/regulation of the State Commissioner of Education; or
 - ii. A complaint by or on behalf of a probationary PROFESSIONAL(S) that arises because the PROFESSIONAL(S) was not being re-employed, or was terminated; or
 - iii. A complaint by a PROFESSIONAL(S) occasioned by appointment to or lack of appointment to, retention in or lack of retention in, any position involving a supplementary assignment not covered by this Agreement (by way of example, but not limitation: team leaders, department chairs and co-curricular positions).
 - b.) “Day” shall mean a calendar day, unless otherwise stated.

- c.) “Receipt” as used in this Article shall mean that a party actually receives a document. In order to show receipt by a receiving party the sending party must receive a signed acknowledgement indicating that the required person actually received the document and indicating the date on which it is received. The party receiving a document shall sign the acknowledgment of acceptance and indicate the date. If a grievant refuses to sign an acknowledgement, the grievant shall lose the right to continue with the grievance process. This may be accomplished by hand delivery, certified mail, or any way in which the sending party desires to accomplish the requirements of this definition.
 - d.) “Grievant” shall mean the party or parties who file a grievance.
- 4.2 In the event that a prescribed time period set forth in this Article ends on a weekend day (Saturday or Sunday) or a day that is a school holiday during the school year, then the time period shall be extended so that it ends on the next scheduled school day. When a time period expires and the expiration day falls within the summer break for school, then the time period shall be extended to the first weekday that is not a state holiday.
 - 4.3 Time extensions may be requested by either party; reasonable time extensions shall not be unreasonably withheld. All time extensions must be in writing and signed by both parties setting forth the date to which the extension is given.
 - 4.4 The parties may waive any requirements under this grievance procedure by a written agreement signed by the RCPS, the grievant and/or the Association.
 - 4.5 Time Limitations: In order for a grievance to be considered under the grievance procedure set forth in this Article, the grievance must be initiated in writing at Step 1, or above as permitted under this Article, not later than 30 days after the occurrence that gave rise to the grievance or not later than 30 days after the PROFESSIONAL(S) or ASSOCIATION should have known of the occurrence.
 - 4.6 A grievance concerned with the non-renewal of a PROFESSIONAL may be filed directly to the Superintendent according to Step 2, but must be filed with the Superintendent not later than 45 days after the notice of non-renewal is received by the PROFESSIONAL.
 - 4.7 Failure at any step in the grievance procedure by RCPS to communicate a decision on a grievance within the specified time requirements shall permit the grievant to proceed to the next step in the procedure.
 - 4.8 Failure at any step of the procedure to appeal a grievance to the next step within the specified time requirements shall be deemed to be a waiver of further appeal of the decision and the grievance shall end.
 - 4.9 All documents, communications and records dealing with a grievance shall not be part of any personnel file of a grievant or a participant in a grievance proceeding.

- 4.10 The parties agree that no one associated with the parties or a grievant shall take any action in response to any action associated with a grievance to harass or otherwise treat negatively anyone connected with a grievance.
- 4.11 The ASSOCIATION, through a representative or committee, shall have the right to assist and represent any aggrieved PROFESSIONAL(S) who desires such assistance and representation through all steps of the grievance procedure.
- 4.12 When requested by a grievant, the ASSOCIATION will intervene to assist the grievant with the grievance procedure at any step from Step 1 to Step 4 consistent with the requirements of this Agreement and any policies and procedures of the ASSOCIATION dealing with these issues.
- 4.13 Should the Association not be directly involved in processing a grievance that is non-disciplinary in nature, RCPS will provide the ASSOCIATION with a copy of the grievance within five school days of the receipt of the grievance and a written summary of the outcome of the grievance shall be provided within two school days of a decision being made at each level of the process. The resolution of a grievance where the ASSOCIATION does not participate shall not be the basis for a claim by RCPS of past practices binding other PROFESSIONALS or the ASSOCIATION.
- 4.14 Before the submission of any written grievance, the aggrieved party is encouraged to attempt to resolve the matter informally by discussing the matter or potential grievance with the party's immediate supervisor, i.e. a principal or technical center director. Such an informal attempt at resolution must occur before the time limits specified for filing a written grievance set forth below. No informal resolution of a potential grievance shall serve as precedent or be binding in any future grievance that might be filed. No informal resolution of a potential grievance may change the terms and conditions of the Agreement without the written consent of RCPS and the ASSOCIATION.
- 4.15 Grievance Procedure: The following procedure shall apply to all grievances.
- a.) Step 1: The grievant must file a grievance in writing on the official grievance form (*see Appendix B*) with the grievant's immediate supervisor. The written grievance shall specify: (1) a statement of the grievance; (2) identification of the article or provision of the Agreement allegedly violated; (3) the nature and extent of the personal loss; (4) the dissatisfaction with any prior decisions; and (5) the remedy sought by the grievant. The supervisor shall meet with the grievant no later than 10 days after receipt of the written grievance. If the grievance cannot be resolved, the supervisor shall render a decision in writing no later than 10 days after the meeting with the grievant.
 - b.) Step 2: If the grievant is not satisfied with the disposition of the grievance at Step 1, the grievant may file an appeal of the grievance in writing with the Superintendent no later than 10 days after receipt of the decision that is required in Step 1. The written notice of appeal of the grievance shall be again on the official

grievance form (*see Appendix B*). The grievant may re-submit the same material that was submitted at Step 1 or may revise and amend the form as the grievant desires; in addition, the grievant may provide whatever other documentation or material that the grievant desires to submit for consideration along with the notice of appeal. The Superintendent shall meet with the grievant no later than 10 days after receipt of the written notice of appeal of the grievance or in the case of a grievance started at Step 2 after receipt of the written notice of a grievance. At the meeting with the Superintendent, the grievant shall provide all of the material that the grievant wants considered by the Superintendent when making the decision required by this step 2. If the grievance cannot be resolved, the Superintendent shall render a decision in writing no later than 10 days after the meeting with the grievant.

- c.) Step 3: If the grievant is not satisfied with the disposition of the grievance at Step 2, the grievant may file in writing with the BOARD a written notice of appeal simply indicating the desire to invoke the rights set forth in Step 3 of the grievance procedure. The grievant may submit with the written notice whatever other written material that the grievant desires in addition to any other material that the grievant wants the BOARD to consider. The notice of appeal shall be filed no later than 14 days after the receipt of the decision of the Superintendent. The BOARD or a designated committee of the BOARD shall hold a hearing on the appeal of the grievance. The hearing shall be held no later than the second regular BOARD meeting following receipt of the Step 3 notice of appeal. The hearing may be at a specially scheduled meeting of the BOARD or the designated committee. The parties may submit what evidence they reasonably desire at the hearing and make whatever arguments that they reasonably desire. The Superintendent may present what material that the Superintendent believes is relevant. The grievance shall be in executive session unless the parties agree in writing to do otherwise. A written decision by the BOARD shall be rendered no later than 10 days after the hearing.
- d.) Step 4: If the grievant, whether the grievant appeared with or without the ASSOCIATION'S assistance, is unsatisfied with the decision rendered by the BOARD or the committee at the end of Step 3, then the ASSOCIATION, and only the ASSOCIATION based upon its own rules of when it will take an arbitration, on behalf of the grievant may request in writing that the grievance be resolved by final and binding arbitration. The request for arbitration shall be received by the Superintendent no later than fifteen days after receipt of the decision of the BOARD or the designated committee.
 - i. If the parties cannot agree on an arbitrator and the arbitration process within 20 days of receipt of the request for arbitration, then the parties shall utilize the services of the AAA for the purpose of appointing an arbitrator and shall be bound by the Rules and Regulations of AAA, unless otherwise agreed to in writing. If the parties have not agreed upon an arbitrator the Association must file the grievance with the AAA

within thirty (30) days of the Superintendent's receipt of the request for arbitration.

- ii. The cost for the services of the arbitrator shall be borne equally by RCPS and the ASSOCIATION.
- iii. The arbitrator's decision shall be in writing and shall set forth the findings, reasoning, and conclusions on the issues submitted. The arbitrator shall be without the power or authority to make any decision that requires the BOARD to do any act prohibited by law.
- iv. The decision of the arbitrator shall be final and binding and non-appealable except for claims of impropriety by the Arbitrator(s).

ARTICLE 5

VOLUNTARY DUES DEDUCTION

- 5.1 RCPS agrees to deduct dues for the ASSOCIATION from each PROFESSIONAL'S salary within a reasonable time after the ASSOCIATION provides to RCPS the written authorization of a PROFESSIONAL to make the deduction. RCPS shall continue to deduct dues until notified in writing by the ASSOCIATION that the PROFESSIONAL has notified the ASSOCIATION in writing to stop having RCPS make the deductions; RCPS shall cease making the deductions from regular paychecks as soon as reasonably possible after receiving the written notice from the ASSOCIATION. RCPS will transmit all monies deducted from a PROFESSIONAL pursuant to this provision to the Treasurer of the ASSOCIATION in a reasonably timely manner.
- 5.2 RCPS agrees to comply with any Vermont law that requires payment of an agency fee as it may be amended from time-to-time.

ARTICLE 6

SALARY

- 6.1 All new PROFESSIONALS will be placed by the Superintendent on a step of the appropriate PROFESSIONALS' Salary Schedule or the Nurses' Schedule for the position in effect for the year of hire, *See Appendices D*. The Superintendent is to determine the appropriate step for the new PROFESSIONAL based upon their experience, background, and education, but a PROFESSIONAL is not to be placed on a step that is higher than a current PROFESSIONAL with the same general experience, background, and education unless the current PROFESSIONAL is also adjusted. In determining the appropriate step for placement of a new PROFESSIONAL, the Superintendent may take into consideration such things including but not limited to, military service, Peace Corps, Vista, and other

job-related experience. The Superintendent shall, after providing notice to the Association of the planned action and with the consent of the Board, have the right to place existing PROFESSIONALS or new PROFESSIONALS on the step on the salary schedule as may, in their judgment, be necessary in order to staff positions where there is a shortage in a critical professional position, as defined or determined by the Vermont Agency of Education, as long as that PROFESSIONAL is not placed on a step that is higher than a current PROFESSIONAL in the same critical professional position being addressed with the same general experience, background, and education unless the current PROFESSIONAL is also adjusted upward to the same step as the PROFESSIONAL being placed or moved.

- 6.2 The Superintendent may give a one-time signing bonus to any new PROFESSIONAL in order to help facilitate securing qualified PROFESSIONALS, but the amount, if any, is at the sole discretion of the Superintendent.
- 6.3 A PROFESSIONAL in a long-term substitute assignment who has served consecutively for at least 100 days in the same position, and is subsequently hired for that position, the term of service can be used for purposes of placement on the Salary Schedule by the Superintendent.
- 6.4 Any Professional Development work done which is intended to lead to a change of columns on the Salary Schedule must have the prior written approval of the Superintendent. The Superintendent shall respond within 30 days of receiving all of the information required by the Superintendent to make the decision on the appropriate form for Tuition Reimbursement.
- 6.5 To be eligible for a change in column in the next school year, the PROFESSIONAL seeking the change of column must notify the Superintendent no later than March 15th of the anticipated change of column.
- 6.6 A PROFESSIONAL will not be required to use their own car/vehicle while performing their assigned duties except for travel among RCPS buildings.
- 6.7 A PROFESSIONAL who voluntarily uses their own car/vehicle in the performance of their assigned duties shall be reimbursed at the current I.R.S. rate per mile for approved travel.
- 6.8 PROFESSIONALS shall be paid bi-weekly on the weeks indicated on *Appendix C*.
- 6.9 Each PROFESSIONAL shall be given the following paycheck options:
 - a. The PROFESSIONAL shall be paid in twenty-six (26) equal installments. On the last PROFESSIONAL workday of the school year, PROFESSIONALS choosing this option shall receive the remaining installments in a final paycheck.
 - b. The PROFESSIONAL shall be paid in twenty-two (22) equal installments.

- 6.10 PROFESSIONALS must make their choice of paycheck options known to the Business Office on a form provided by RCPS no later than June 1 of the preceding school year when the change of option is to become effective. A PROFESSIONAL may not change their choice of paycheck option until the following June 1 preceding the next school year.
- 6.11 Career and Technical Education (CTE) PROFESSIONALS who have obtained the necessary licensure from the Vermont Agency of Education in their particular assignment area shall be eligible to move horizontally on the PROFESSIONALS' Salary Schedule as they gain the approved credits and/or industry certification related to their teaching.
- 6.12 Salary Schedules: See attached *Appendices D* for the PROFESSIONALS' Salary Schedules and PROFESSIONALS – Nurses' Salary Schedules.
- 6.13 Salary Increases:
- a. All PROFESSIONALS, except for nurses shall use the PROFESSIONALS' Salary Schedule (*Appendices D-3*) and all nurses shall use the PROFESSIONALS - Nurses' Salary Schedule (*Appendices D-5*) as set forth herein and shall all be granted step and column changes for the years of this Agreement to which they are entitled as set forth in Article 6(c) below.
- b. Reformation of Salary Schedule / Step Placement: As of midnight on July 1, 2024, the following changes shall be made to the PROFESSIONALS' Salary Schedule of 2023-2024 to create a new "base" or reference salary schedule for all PROFESSIONALS except nurses:
- 1) All PROFESSIONALS that were on Steps 1 and 2 of the PROFESSIONALS' Salary Schedule in 2023-2024 shall be moved to Step 3 of the PROFESSIONALS' Salary Schedule for 2023-2024. All PROFESSIONALS that were on Step 3 of the PROFESSIONALS' Salary Schedule in 2023-2024 shall be consolidated with Step 4 of the PROFESSIONALS' Salary Schedule for 2023-2024. Steps 1 and 2 on the 2023-2024 Salary Schedule shall be deleted and all remaining Steps shall be renumbered accordingly (for example, Step 3 will now be Step 1, Step 4 will now be Step 2, and so on).
 - 2) One additional step shall be added to each column.
 - 3) The PROFESSIONALS' Salary Schedule shall be re-indexed based on the new Step 1 using the index that is attached as *Appendix D-2*.
 - 4) The BA+45 column shall be renamed "Masters / BA+45" and the BA+60 column shall be renamed "Masters+15 / BA+60".
 - 5) Anyone with a Masters degree shall be moved to the "Masters / BA+45" column and anyone that has a Masters + 15 shall be moved to the "Masters+15 / BA+60" column.

c. All PROFESSIONALS shall be granted step changes plus any applicable column changes for the year of this Contract. *Appendix D-1* is a chart showing what step PROFESSIONALS will be placed on for the 2024-2025 fiscal year after the reformatting of the PROFESSIONALS' Salary Schedule set forth in Article 6(b) and the granting of a step to each PROFESSIONAL in the first year of this contract.

d. Nurses' salaries will increase as set forth in their new salary schedule in *Appendices D-4*. Nurses shall be granted step changes plus any applicable column changes for the year of this Agreement.

e. The funding of the salary schedules attached as Appendices D represent increases in New Money for PROFESSIONALS' salaries of 4.8%. This percentage of New Money for PROFESSIONALS' salaries is inclusive of the costs to grant steps and column movement to all PROFESSIONALS in the Contract consistent with the reformation of the Salary Schedules described in Article 6(b).

f. Any PROFESSIONAL who, after the reformatting of the PROFESSIONAL's Salary Schedules set for in Article 6(b) and step movement in 2024-2025 does not receive a salary increase equal to or greater than the value of a step, which is \$2,041, will receive a one-time payment from the District so that they will receive the full value of a step.

ARTICLE 7

PROFESSIONAL DEVELOPMENT

- 7.1 The BOARD and the ASSOCIATION support the principle of ongoing professional development of PROFESSIONALS for the benefit of RCPS.
- 7.2 RCPS will pay the full costs including tuition, admission/registration fees, all other related fees, meals and mileage incurred in connection with any completed courses, workshops, seminars, conferences, in-service development, or other such sessions that a PROFESSIONAL is requested to take by the administration in writing indicating that this provision applies (these activities are referred to as Requested Professional Development).
- 7.3 RCPS shall at its own cost provide in-service professional development programs for the PROFESSIONALS, which shall be solely at the discretion of RCPS (these activities are referred to as RCPS Professional Development).
- 7.4 Employee Professional Development Payment and Reimbursement Plan
 - a) RCPS shall make available up to \$150,000.00 per school year of this Agreement to fund the Employee Professional Development Payment and Reimbursement Plan (hereinafter the EPDP Plan or EPDP Fund).

- b) The EPDP Plan is to provide payment to PROFESSIONALS who have requested and received approval for payment of the costs of taking a graduate course or some other similar course, conference, or workshop that is approved by the Superintendent that supports an individual school and/or RCPS wide Action Plan. The approval shall be on the Conference/Meeting/Seminar Form or Tuition Reimbursement Form provided by RCPS as those forms may be modified from time to time by RCPS. These approved activities are hereinafter referred to as Approved Course(s).
- c) Distribution of the EPDP Funds:
 - a. \$60,0000 of the EPDP Funds in the EPDP Plan shall be distributed as of September 10 for all Approved Courses that are to be completed by January 1 of a fiscal year. RCPS shall distribute the \$60,000.00 pro-rata to all approved applicants who have submitted approved forms as of September 1 of the fiscal year. If there is any money left over it shall be added to the next period for this fiscal year.
 - b. \$60,0000 of the EPDP Funds in the EPDP Plan shall be distributed as of January 10 for all Approved Courses that are to be completed by June 1 of a fiscal year. RCPS shall distribute the \$60,000.00 pro-rata to all approved applicants who have submitted approved forms as of January 1 of the fiscal year. If there is any money left over it shall be added to the summer period for this fiscal year.
 - c. \$30,000.00 of the EPDP Funds plus any unused EPDP Funds from the prior two payment periods in the EPDP Plan shall be distributed as of June 10 for all Approved Courses that are to be completed by September 1 of that calendar year. RCPS shall distribute the Funds pro-rata to all approved applicants who have submitted approved forms as of June 1 of the fiscal year. If there is any money left over it shall be used as RCPS might desire for this fiscal year.
- d) A PROFESSIONAL shall be paid for the actual tuition costs for the Approved Course but for no more than six (6) credit hours per school year, subject to the Maximum Payment Limit as provided for below.
- e) Each PROFESSIONAL shall be entitled to receive payment or reimbursement for an amount, not to exceed the University of Vermont Graduate (winter) rate for the fiscal year involved, for no more than the value of six (6) credit hours per school year in Approved Courses (hereinafter the Maximum Payment Limit).
- f) In the event that an Approved Course is a laboratory course, then fees associated with the laboratory course will also be paid or reimbursed provided that the total amount to be paid or reimbursed does not exceed the Maximum Reimbursement Limit.
- g) The Payment for the Approved Course is contingent on the PROFESSIONAL submitting appropriate records indicating the successful completion of the Approved Course with a grade of “B” or better. If the grade is less than a “B”, the

PROFESSIONAL shall reimburse RCPS for the amount of the payment within 3 months of receiving the unsatisfactory grade.

- h) Participation in the EPDP Plan is permitted by PROFESSIONALS during professional leave, provided the PROFESSIONAL agrees in writing to return to RCPS for at least one year after the professional leave is completed.
 - i) By September 15 of each calendar year, RCPS will provide the ASSOCIATION with a report on the disbursements made pursuant to the EPDP Plan for the prior fiscal year.
 - j) At the end of each semester, RCPS will provide the ASSOCIATION with a report on the status of requests for reimbursement pursuant to the EPDP Plan.
- 7.5 In the case of CTE PROFESSIONALS, the Superintendent may approve activities, courses or industry certifications equivalent to college or university level courses. Official grade reports where applicable will be honored for payment. The PROFESSIONAL(S) must submit transcripts or other relevant documentation to the Superintendent as soon as they are available.
- 7.6 A PROFESSIONAL may be granted days for professional development activities, including but not limited to conferences, seminars, and studying other professionals if it is determined that the activity is important to meet district needs and/or individual professional development plans. The PROFESSIONAL shall request the day(s) in writing to their appropriate supervisor at least 5 working days in advance of the planned professional development activities; the supervisor shall then forward the request for the professional development activities, with their recommendation, to the Superintendent for approval. Such time may be permitted if there is no additional cost to RCPS beyond the cost of the absence of the PROFESSIONAL.
- 7.7 The granting or denial of any request for the professional development activities covered by this Article shall be decided solely by the Superintendent, whose decision shall be final.

ARTICLE 8

PROFESSIONAL LEAVE

- 8.1 RCPS extends to all PROFESSIONALS with five (5) or more years of continuous service the opportunity to apply for Professional Leave for advanced study at recognized and accredited graduate schools or for such other purposes related to professional development as may be approved as set forth in section 8.8.
- 8.2 RCPS shall continue to provide to a PROFESSIONAL on approved Professional Leave the Health and Dental Benefits required by this Agreement.
- 8.3 All Professional Leave will be granted without pay for either one-half the school year or

for the full school year depending upon the duration of the professional development leave being undertaken by the PROFESSIONAL.

- 8.4 Application for Professional Leaves shall be submitted to the Superintendent at least three (3) months before the requested Professional Leave is to begin.
- 8.5 PROFESSIONALS granted a Professional Leave shall execute an agreement with RCPS to return as a PROFESSIONAL for one (1) year following a Professional Leave or return all payments for PROFESSIONAL benefits granted during the Professional Leave.
- 8.6 Upon return to RCPS after the Professional Leave, the PROFESSIONAL shall be placed on the appropriate step on the salary schedule as though the PROFESSIONAL had not been on Professional Leave and the PROFESSIONAL shall have their accumulated sick leave set at the same level as the PROFESSIONAL had before the Professional Leave. In addition, the PROFESSIONAL'S seniority shall continue to accrue while on the Professional Leave.
- 8.7 A summary of the graduate schoolwork on an official transcript of the graduate school, completed during the Professional Leave, shall be submitted to the Superintendent and shall become a part of the PROFESSIONAL'S record or such other indications of completion of the purpose of the Professional Leave as the Superintendent may reasonably request.
- 8.8 An application for Professional Leave shall be screened by a three (3) person committee composed of the Superintendent, a Board Member, and a representative appointed by the ASSOCIATION. Final approval of all Professional Leaves shall rest solely with the BOARD.

ARTICLE 9

LEAVES

General Provisions

- 9.1 In counting leave days for any period of sickness or other approved leave, the days shall be counted consecutively from and including the first day of sickness.
- 9.2 When counting leave days, only school/workdays shall be included (holidays and weekends shall not be counted).
- 9.3 All PROFESSIONALS, in good faith, shall only use leave days for their intended and specified purpose. A PROFESSIONAL whose absence is not approved shall have 1/187 of their annual salary deducted for each such day's absence. Unapproved absences are subject to disciplinary action, up to and including termination.

- 9.4 As part of the regular paycheck stub, each PROFESSIONAL will be informed how many Sick Leave days are available for that school year as well as how many accumulated Sick Leave days the PROFESSIONAL has.
- 9.5 The Superintendent has the authority in extraordinary circumstances to grant a leave under such terms and conditions as the Superintendent determines to be reasonable. The decision of the Superintendent shall be final.

SICK LEAVE

- 9.6 Sick Leave is defined as time off for the PROFESSIONAL to deal with an illness or injury of the PROFESSIONAL, or to care for the PROFESSIONAL'S spouse, children or significant family member.
- 9.7 A full time PROFESSIONAL shall be allowed eleven (11) Sick Leave days each school year.
- 9.8 A PROFESSIONAL shall be entitled to accumulate Sick Leave days and unused Personal Leave days (as provided for below) from year to year up to a maximum of one hundred eighty-seven (187) days, which may be used to cover a health problem requiring the PROFESSIONAL to be absent from work for this period of time.
- 9.9 The PROFESSIONAL must notify his appropriate Director/Supervisor, on or before the first day of absence due to illness or injury, informing the supervisor as closely as possible as to when the PROFESSIONAL expects to return to work. The PROFESSIONAL is expected to keep their supervisor reasonably informed during their absence about their expected return to work date.
- 9.10 In the event the Superintendent has reason to believe that a PROFESSIONAL is not using Sick Leave for its intended purposes, based upon frequency and/or patterns of absence or for other reasons that may come to the Superintendent's attention, the Superintendent may require a medical professional's written statement confirming the PROFESSIONAL'S appropriate use of Sick Leave.
- 9.11 A PROFESSIONAL who ceases to be employed by RCPS and is re-employed by RCPS within two (2) years of such cessation of employment shall have all accumulated Sick Leave days restored.
- 9.12 If a PROFESSIONAL is out of work due to sickness or injury and when an PROFESSIONAL has exhausted all leave that can be used toward his/her sick leave, including sick bank time, the PROFESSIONAL has the right to request leave under the appropriate Family and Medical Leave Act and they must make a request prior to exhausting all of their leave time for a Family Leave in order to hold the PROFESSIONAL'S job for them during the period of the sick leave. Ordinarily, sick leaves will not be granted for more than the completion of the current school year.

9.13 Worker's Compensation: All Workers' Compensation issues shall be controlled by the statutes and rules and regulations governing Workers' Compensation. Absences due to injury or illness that are covered by Workers' Compensation are not Sick Leave days. The compensation that a PROFESSIONAL receives during this period of absence shall be that which is required to be paid according to the laws governing Workers' Compensation.

9.14 Sick Leave Bank

- a) A Sick Leave bank shall be established to provide for salary payments for PROFESSIONALS who are seriously ill or injured and unable to work, that is, recovering from a serious illness or injury, and under the regular care of a health care professional, and whose accumulated Sick Leave is exhausted.
- b) The bank will consist of days voluntarily donated by PROFESSIONALS not to exceed one per year, per unit member or unused sick days over 187 of those PROFESSIONALS who retire having accumulated more than 187 days as of the date of retirement. The deadline for donations shall be October 1st of each school year. Should the total days in the bank fall below ten (10) during the course of a school year, the bank may be reopened for additional voluntary contributions of one day per unit member.
- c) The bank will be administered by the Superintendent or designee in consultation with the president of the REA. The decision of the Superintendent, after consultation with the President of the REA, shall be final.
- d) An applicant must submit satisfactory proof of illness or injury to the Superintendent. Such proof shall include a physician's statement. RCPS reserves the right to have another physician at RCPS's expense and of RCPS's choosing verify the PROFESSIONAL'S illness or injury.
- e) As the donated days are used, that PROFESSIONAL rotates to the bottom of the membership list. New PROFESSIONALS will be added to the bottom of the list at the beginning of each academic year. Former PROFESSIONALS who drop out and re-enroll will be placed on the bottom of the list at the time of rehire or re-enrollment.
- f) A person who is collecting from the bank at the end of the school year, whose illness extends to the following September must re-apply to the bank if still eligible.
- g) Only those PROFESSIONALS who contributed to the sick bank are eligible to receive benefits from the sick bank.

BEREAVEMENT LEAVE

9.15 In the event of a death of an important member of a PROFESSIONAL'S family, the

PROFESSIONAL will be granted up to five (5) days of leave with pay to attend the funeral and deal with related matters. Sick days or personal leave days can be used to extend bereavement leave with the approval of the Superintendent.

PERSONAL LEAVE

- 9.16 Personal Leave is defined as time off to deal with personal, legal, business, religious, household or family matters which require the absence of the PROFESSIONAL during school hours, and which cannot otherwise be scheduled and shall only be used for these purposes.
- 9.17 The ASSOCIATION and its members know that the absence of a PROFESSIONAL from the classroom interrupts the educational process and must, therefore, be held to a minimum. Each PROFESSIONAL will make every effort to attend to their personal business on “non-school days” and a request for a Personal Leave day will be submitted only when every reasonable effort has been made to schedule personal business so as not to interfere with the teaching commitment.
- 9.18 In each school year a PROFESSIONAL will be allowed four (4) days of Personal Leave with pay.
- 9.19 The Personal Leave days cannot be carried over to the next year, but unused Personal Leave days will be accumulated as unused sick days.
- 9.20 When a PROFESSIONAL needs to take a Personal Leave, as defined above, the PROFESSIONAL shall communicate in writing to the PROFESSIONAL’S appropriate supervisor, at least one week in advance, unless an emergency prevents such notification. The PROFESSIONAL does not have to give the specific reasons for the request but shall only indicate in the written notice that the Personal Leave is needed in order to take care of matters that could not otherwise be scheduled on a non-school day.
- 9.21 Requests for Personal Leave will not be granted for the following days:
 - a) to extend a vacation or a three or more day weekend or holiday;
 - b) the first and last workdays of the school year; and
 - c) Parent Teacher Conferences and in-service days.

The Superintendent as provided for in paragraph 9.5 may grant an exception to this paragraph.

- 9.22 Not more than five (5%) percent of the PROFESSIONALS at each school building shall be granted Personal Leave on a given day (if the absence of one person would constitute more than 5% of the staff at a school building, the paragraph shall be read to mean not more than one person).

SPECIAL LEAVES

- 9.23 Leave shall be granted for military service as provided for by the applicable Vermont and/or Federal Law. Upon reinstatement from such service, all benefits will be restored as provided by law. Upon return from such leave, a PROFESSIONAL will be placed on the salary schedule at the level which they would have had had they remained actively employed in the system during the period of their absence up to a maximum of two (2) years.
- 9.24 A PROFESSIONAL shall continue to receive his/her regular salary for up to ten (10) days of active service in any branch of the Armed forces of the United States (including the National Guard and Reserve) provided:
- a) The service occurs on the PROFESSIONAL's workdays, and
 - b) The PROFESSIONAL endorses his/her military paycheck over to the District for said period.
- 9.25 Jury duty will be granted to any PROFESSIONAL who is ordered to perform jury duty. The PROFESSIONAL who is doing jury duty will be paid their regular salary and the payment that the PROFESSIONAL receives for doing jury duty shall be promptly given to RCPS when it is received by the PROFESSIONAL, excluding mileage and meal allowance.
- 9.26 A PROFESSIONAL will be paid for time that they are required to be out of school caused by a third-party subpoena to attend a court proceeding which is related to the PROFESSIONAL'S duties.

PARENTAL LEAVE

- 9.27 A PROFESSIONAL who has become the parent of a newborn child or has adopted a child less than 12 months of age shall be entitled to take 10 days of parental leave with full pay before accessing accrued sick time.

ARTICLE 10

RETIREMENT BENEFITS

- 10.1 As a retirement benefit (meaning that a PROFESSIONAL is qualified for retirement as established by the State Retirement System) and after a minimum of ten (10) years of continuous full-time service in RCPS, a PROFESSIONAL who indicates in writing to the

Superintendent that they are retiring shall be entitled to the following:

\$50.00 for every day of accumulated and unused sick days (including personal leave days which have been accumulated as sick days pursuant to paragraph 9.20) up to a maximum of \$10,000.00.

For PROFESSIONALS who have more than twenty (20) years of continuous full-time service in RCPS, a PROFESSIONAL shall be entitled to \$65.00 for every day of accumulated and unused sick days (including personal leave days which have been accumulated as sick days pursuant to paragraph 9.20) up to a maximum of \$12,000.00.

10.2 Notwithstanding any other provisions in this Agreement, a PROFESSIONAL may accumulate as many Sick Leave days including Personal Leave days as they can which will all qualify for the Retirement Benefit set forth in section 10.1, subject only to the maximums as set forth in section 10.1.

10.3 **RETIREMENT INCENTIVE PROGRAM. To be eligible for this Retirement Incentive Program, a PROFESSIONAL must have been employed by RCPS on July 1, 2017 and satisfy the "Rule of 65" as of that date. The Rule of 65 means that a PROFESSIONAL'S age plus the years of service for RCPS adds up to 65. This Rule of 65 shall not alter the requirements of this Program which require that when a PROFESSIONAL retires, as defined, the PROFESSIONAL has been employed by RCPS for at least 15 years. This Program shall not be available to any PROFESSIONAL not meeting the above criteria on July 1, 2017.**

A PROFESSIONAL electing to take advantage of this program shall notify the Superintendent by January 15th of their final school year of teaching.

Option A:

A PROFESSIONAL who meets the criteria for retirement established by the State Retirement System and has been employed by RCPS for at least 15 years shall be entitled to take advantage of the following program:

1.) A PROFESSIONAL shall be entitled to one/half of the PROFESSIONAL'S annual salary that was paid during the final year of employment. The amount shall be payable by three equal annual installments with the first payment being due on July 1 after the PROFESSIONAL'S final day of employment, and the two remaining payments being due on July 1 of the two successive years.

2.) A PROFESSIONAL shall be entitled to one year of PROFESSIONAL'S cost of health insurance benefit in the Vermont Educational Retirement Health Insurance Program and may elect to have a second year of health insurance in lieu of the third installment payment described in the paragraph above.

- 3.) A PROFESSIONAL shall be entitled to the benefit of section 10.1 and 10.2.

Option B:

If a PROFESSIONAL (a) is 55 years or older, and, (b) has 30 years of service participating in the Vermont State Teacher Retirement System, then RCPS will provide the following upon the retirement of the PROFESSIONAL:

1.) The PROFESSIONAL'S cost of health insurance with the Vermont Educational Retirement Health Insurance Program until age 62 with the same coverage as available to those in the program.

2.) The retiring PROFESSIONAL shall have the right to purchase health insurance coverage for PROFESSIONAL'S spouse in the Vermont Educational Retirement Health Insurance Programs.

3.) 50% of the PROFESSIONAL'S final year salary shall be paid out in equal annual payments, beginning July 1 following retirement, over the years remaining after retirement and age 62, or three (3) years, whichever is greater. For example, if a PROFESSIONAL at age 58 retires earning \$40,000.00, then there will be 4 annual payments of \$5,000 each.

4.) The PROFESSIONAL shall be entitled to the benefit of reimbursement for accumulated sick days as provided in paragraph 10.1 and 10.2.

ARTICLE 11

CONTRACT/ASSIGNMENT

- 11.1 Under normal circumstances, a PROFESSIONAL shall be given written notice of their assignment, including level and/or subject matter assignment and/or duties and building assignment for the coming school year by the last day of school for the current year.
- 11.2 In the event that there is a need to change the assignment for a PROFESSIONAL for the coming school year, the Superintendent, or their designee, shall meet with the PROFESSIONAL before any final decision is made regarding a change in assignment to discuss the reasons for the change in the assignment and to discuss the situation with the affected PROFESSIONAL so that the PROFESSIONAL has an opportunity to present and discuss any other circumstances that the PROFESSIONAL considers relevant to the contemplated change in assignment. Following this meeting, the Superintendent's decision shall be final on any assignment change.
- 11.3 Wherever possible, to ensure the effective implementation of educational programs, a PROFESSIONAL shall be assigned within their area(s) of competence. However, this provision shall not be interpreted to limit the right of the Superintendent to assign a PROFESSIONAL, as the Superintendent deems necessary and appropriate, in order to

carry out the educational programs of RCPS

- 11.4 Each PROFESSIONAL shall receive a completed contract that is consistent with the SAMPLE Contracts attached hereto. *See attached Appendices E-*

ARTICLE 12

TRANSFERS AND REASSIGNMENTS

- 12.1 RCPS and the ASSOCIATION agree that the prime factors to be considered in transfers and reassignments of PROFESSIONAL(S) is that of ensuring the effective and efficient implementation of educational programs and interest and needs of the students.
- 12.2 In the event of a reorganization of a part of RCPS which requires transfers and/or reassignments anywhere within RCPS, the Superintendent shall use a collaborative process that will include the ASSOCIATION to gather input from the PROFESSIONAL(S) and shall disseminate information about the decision-making process in an effort to find the most beneficial solutions for RCPS. The Superintendent's decision shall be final.
- 12.3 In the event of a reorganization, the Superintendent, after following a collaborative process which the Superintendent determines appropriate, will determine all transfers and reassignments. A transfer shall mean permanent movement from one school building to another. A reassignment shall mean a change in level or subject matter.
- a.) Volunteers will be considered first and may be transferred or reassigned if the PROFESSIONAL is licensed/certified and qualified for the position requested as determined by the Superintendent.
 - b.) When a transfer or reassignment is to be made, a PROFESSIONAL'S area of endorsement, quality of teaching performance and skills required by the job will be considered.
 - c.) Notice of transfer or reassignment will be given to the PROFESSIONAL as soon as practicable and under normal circumstances not later than June 1. However, it is recognized that circumstances may require notice be given at a later date or may require changes in assignment after said date. In case of an emergency a PROFESSIONAL may be temporarily reassigned or transferred in order to meet the needs of the educational programs. When a permanent reassignment or transfer is necessary after one (1) week prior to the beginning of the school year, said permanent reassignment or transfer shall become effective no sooner than two (2) weeks after notification. During this interim period the administration will assist the PROFESSIONAL in preparing for the new assignment.
 - d.) A PROFESSIONAL who desires a transfer or reassignment to any unencumbered position shall submit a written request to the Superintendent stating their wish to be

transferred or reassigned. All requests will be acknowledged in writing.

- e.) Denial of a transfer or reassignment request shall include a written statement of the reason(s) for denial. The Superintendent's decision shall be final.
 - f.) An involuntary transfer or reassignment shall be made after a meeting with a PROFESSIONAL, the Administrator concerned, and the Superintendent, at which time the PROFESSIONAL shall be notified of the reason(s) for the transfer or reassignment. The Superintendent's decision shall be final.
- 12.4 If there are PROFESSIONALS who have recall rights as provided for herein they will be considered for vacant positions prior to any posting of a vacancy, and prior to considering any voluntary request for transfer or reassignment. If a position which is open is not filled from the recall list, then the position will be considered a vacancy, the ASSOCIATION shall be notified and the notice of vacancy shall be posted for five (5) days in each school building electronically prior to any action or filling of such vacancy. The ASSOCIATION shall be notified of vacancies, that occur during the summer recess and the notice of vacancy shall be posted only in the central office. Vacancies occurring less than five (5) days prior to the first attendance day of school may be filled immediately without prior posting or notice to the ASSOCIATION.
- 12.5 No PROFESSIONAL shall be transferred or reassigned during the school year unless the Superintendent deems it necessary for the continued development and implementation of school programs or in the interests of the students or as the result of the occurrence of an emergency condition. The Superintendent shall first consult with the affected PROFESSIONAL so that the PROFESSIONAL has an opportunity to present and discuss any other circumstances that PROFESSIONAL considers relevant to the contemplated transfer or reassignment before the Superintendent in their sole discretion makes a final decision. If a transfer or reassignment is based upon an emergency condition that lasts more than three weeks, then the Superintendent will give a written document to the PROFESSIONAL indicating the scope of the reassignment and the projected timeline; if the original position remains available once the emergency has ended, then the PROFESSIONAL may return to the original position if the PROFESSIONAL so desires, unless the reorganization or emergency condition that necessitated the transfer or reassignment becomes permanent and, as a result, the PROFESSIONAL's original position no longer exists within the District.
- 12.6 When a PROFESSIONAL is reassigned to a completely different grade level after July 1 and/or transferred from one building to another and/or is moved to another classroom within the same building and/or has to move all materials out of their classroom for maintenance, the PROFESSIONAL will be paid for two additional days' pay at the rate of \$175 per day for purpose of preparation and/or moving. When a Classroom Teacher is a new hire, that Classroom Teacher will be paid for one day's pay at the rate of \$175 for the purpose of set-up and preparation.

ARTICLE 13

PROFESSIONAL PERFORMANCE PROCESS

- 13.1 All PROFESSIONALS shall be evaluated regularly according to policies and procedures adopted by RCPS, as they may be amended from time to time and as they may be developed for the different positions covered by this Agreement.
- 13.2 All evaluations, including observations and other forms of evaluations of any PROFESSIONAL of the work performance of a PROFESSIONAL will be conducted openly and with full knowledge of the PROFESSIONAL.
- 13.3 After an evaluation, including an observation of a PROFESSIONAL, the PROFESSIONAL will be given, within twenty-one (21) days of the evaluation, a copy of any evaluation report (hereinafter the Report) prepared by the supervisor who did the evaluation. The PROFESSIONAL will have the right to discuss the Report with the supervisor.
- 13.4 No PROFESSIONAL shall be reprimanded, disciplined, or suspended without just and sufficient cause. No "Continuing PROFESSIONAL" shall be terminated without just and sufficient cause. Nothing in this paragraph or Article is meant to limit the rights of RCPS in connection with probationary or limited one year contract PROFESSIONALS in connection with supervision, non-renewal, or termination.
- 13.5 Whenever a PROFESSIONAL'S performance in any regard is evaluated by a supervisor in a Report as being unsatisfactory or not meeting desired levels of performance, then the supervisor will confer within seven (7) school days of the receipt of a Report with the PROFESSIONAL in order to explain the evaluation and to develop a plan cooperatively with the PROFESSIONAL to correct the performance issue(s) identified in a Report.
- 13.6 The PROFESSIONAL will have the right to provide any written material that the PROFESSIONAL desires that will accompany any Report that is placed in the PROFESSIONAL'S personnel file.
- 13.7 If a PROFESSIONAL'S performance is deemed minimal or unsatisfactory, their annual increase of a step (not column), if applicable, for the ensuing school year may be withheld because of the poor professional performance by the Superintendent whose decision is final. The PROFESSIONAL will be notified in writing by April 1 that their poor performance has resulted in their step change being withheld.
- 13.8 No material derogatory to a PROFESSIONAL'S conduct, service, character, or personality will be placed in their personnel file unless they have had an opportunity to review the material at or about the time that the material is added to the personnel file. The PROFESSIONAL shall acknowledge that they have had the opportunity to review such material by affixing their signature to the copy to be filed with the express understanding that such signature in no way indicates agreement with the contents of the material added

to the personnel file. The PROFESSIONAL will also have the right to submit a written response to the material added to the personnel file which shall also be added to the personnel file, after it is first reviewed by the Superintendent.

- 13.9 Any complaint regarding a PROFESSIONAL, made by any parent, student, or other person will be timely called to the attention of the PROFESSIONAL in order to secure a response from the PROFESSIONAL before any action is taken in connection with the complaint.
- 13.10 The ASSOCIATION recognizes the authority and responsibility of the Superintendent for observing and evaluating the professional performance of all PROFESSIONALS and the ability of the Superintendent to take whatever action the Superintendent believes is appropriate under the circumstances.
- 13.11 The ASSOCIATION recognizes the authority and responsibility of the Superintendent to deal with a PROFESSIONAL'S conduct that may be inappropriate or wrong and to discipline or reprimand a PROFESSIONAL for such inappropriate or wrongful conduct.
- 13.12 If the Superintendent or supervisor is going to address a professional performance or a conduct issue of a PROFESSIONAL, the PROFESSIONAL may have a representative of the ASSOCIATION present, but the decision of whether to have a representative present is totally at the discretion and election of the PROFESSIONAL. In all cases, even if a representative is present, the discussions with the PROFESSIONAL shall be done in a private location. The requirement of a private discussion or meeting is not intended to infringe upon or limit the Superintendent's or supervisor's right or privilege to discuss with a PROFESSIONAL their professional performance or conduct.
- 13.13 PROFESSIONAL personnel files located at the Superintendent's office shall be considered the only file of record in connection with PROFESSIONALS; it being understood that Principals and other supervisors do not maintain personnel files outside of the Superintendent's office.
- 13.14 A PROFESSIONAL has the right upon request to review the contents of his/her personnel file. A PROFESSIONAL may, if they wish, have a representative of the ASSOCIATION accompany them during such review. At no time shall such personnel file be removed from the Superintendent's control and possession. The file may be reproduced for the purpose of satisfying an order of any court of competent jurisdiction or upon the written request of a PROFESSIONAL.
- 13.15 If the Superintendent believes a physical and/or psychological/psychiatric examination of a PROFESSIONAL is in the best interest of RCPS, the Superintendent may require an examination of the PROFESSIONAL by a person chosen by the Superintendent after consultation with the PROFESSIONAL. The examination will be administered without charge to the PROFESSIONAL. The PROFESSIONAL shall consent to the examination and a release of the results of the examination to the Superintendent by signing the attached release which may be changed if existing laws are amended or new ones added (Appendix [G F](#)). RCPS acknowledges its obligation to maintain confidentiality in connection with

the examination and the material contained within any report. The person conducting the examination will provide a written statement to the Superintendent that shall be given to the PROFESSIONAL that is to address all aspects of the PROFESSIONAL's ability to properly perform their job and indicate any issues that might reflect on the best interests of the students. The Superintendent may confer orally with the person doing the examination or obtaining any other information as it relates to the PROFESSIONAL's ability to properly perform their job and the best interests of the students.

ARTICLE 14

WORK YEAR/DAY/HOURS

- 14.1 The work year for PROFESSIONALS shall consist of 187 workdays. For Classroom Teachers, this will consist of 178 for student contact days and 9 days for professional workdays as defined by RCPS.
- 14.2 School will not be scheduled on the following days:
- | | |
|----------------------------------|---------------------------|
| Labor Day | ½ day before Thanksgiving |
| President's Day
(in February) | Thanksgiving Day |
| Memorial Day | Friday after Thanksgiving |
- December Vacation shall run at least from December 23 at noon to January 1 inclusive.
- 14.3 The ASSOCIATION will be consulted within thirty (30) days prior to the final disposition of the annual school calendar. The final decision will be made by RCPS.
- 14.4 In the event that a scheduled school day is cancelled due to weather conditions or other causes, the days will be rescheduled by RCPS after requesting and receiving input from the ASSOCIATION, if they desire, which shall be within five (5) business days of requesting input.
- 14.5 RCPS recognizes the importance of class size and shall make every effort toward limiting size so that the maximum effectiveness of the PROFESSIONAL will result.
- 14.6 The starting time and dismissal time of pupils shall be established by RCPS for each building as well as the hours of the workday for PROFESSIONALS. However, the starting time and dismissal time of pupils shall be at least 15 minutes after the start of a workday and at least 15 minutes before the end of a workday.
- 14.7 "Preparation Time" for this Agreement shall be individual time for PROFESSIONALS to prepare lesson plans and materials, assess student work, and consult with other staff on student needs. RCPS acknowledges and understands the importance of Preparation Time to the PROFESSIONALS.

- 14.8 The workday for PROFESSIONALS shall comply with the following:
- 14.8.1 The work day for PROFESSIONALS shall be seven and one-half (7.5) hours and no more, except that parent-teacher conferences, fine arts performances, open houses, special events, special education meetings, meetings in connection with carrying out duties covered by stipends, and authorized administrative meetings (as limited for each type of school as provided below) which may cause the work day to extend beyond the seven and one-half (7.5) hours shall not be considered to violate the seven and one-half (7.5) hour work day.
 - 14.8.2 In-service training courses and/or workshops will be considered voluntary if held beyond the normal work hours on a scheduled PROFESSIONAL workday, unless the training courses/workshops are deemed mandatory by RCPS and then the PROFESSIONALS who are required to attend on a scheduled PROFESSIONAL workday shall be paid \$25.00 per hour for the time spent in attendance at the training courses/workshops.
 - 14.8.3 RCPS shall try as much as is reasonably possible, while at the same time complying with all applicable laws, to schedule special education meetings (IEP, 504, and 157 meetings) during the seven and one-half (7.5) hour workday and not during PROFESSIONAL preparation time.
 - 14.8.4 Preparation Time will not be part of a PROFESSIONAL's duty-free lunch time and all PROFESSIONALS are entitled to a duty-free lunch time for at least the minimum amount of time given to students for lunch in that building.
 - 14.8.5 Authorized administrative meetings are meetings that are scheduled by the administration (a) before or after the scheduled workday, and (b) attendance is mandatory. There shall not be more than the number of hours per month of authorized administrative meetings for PROFESSIONALS working in each type of school as set forth below.
 - 14.8.6 When there is an entire workday devoted to in-service training or workshops, PROFESSIONALS will not be required to attend more than seven and one-half (7.5) hours of in-service training or workshops, except if they do so voluntarily.
- 14.9 All of the following paragraphs of this Article are provided as guidelines and requirements so long as the present systems remain in place, but these paragraphs shall in no way prohibit the development of new, different, and/or revised patterns of instructional organization that may require a change to these guidelines and requirements.
- 14.10 PRIMARY SCHOOLS (EEE-2): These sections shall apply to all PROFESSIONALS and/or those PROFESSIONALS specially identified who are working in any of RCPS's primary schools.
- 14.10.1 All Classroom Teachers, including special area teachers, shall have a minimum of 30 continuous minutes of Preparation Time daily.

- 14.10.2 To the extent reasonably possible, no PROFESSIONAL will be scheduled or required to supervise the cafeteria or playground during their lunch period, except in the case of an exceptional circumstance or inclement weather.
 - 14.10.3 To the extent reasonably possible, no classroom teacher will be scheduled or required to supervise more than one playground period or similar activity per week during the “recess period”, except in the case of an exceptional circumstance or inclement weather, so that they can have this time as additional Preparation Time.
 - 14.10.4 PROFESSIONALS may be required to attend no more than four hours of authorized administrative meetings per month that causes the workday to exceed seven and one-half (7.5) hours per day.
 - 14.10.5 PROFESSIONALS shall have 15 minutes prior to student contact and 15 minutes after students leave.
- 14.11 INTERMEDIATE SCHOOLS (grades 3-6): These sections shall apply to all PROFESSIONALS who are working in any of RCPS’s intermediate schools.
- 14.11.1 All Classroom Teachers, including special area teachers, shall have a minimum of 30 continuous minutes of Preparation Time daily.
 - 14.11.2 To the extent reasonably possible, no PROFESSIONAL will be scheduled or required to supervise the cafeteria or playground during their lunch period, except in the case of an exceptional circumstance or inclement weather.
 - 14.11.3 To the extent reasonably possible, no classroom teacher will be scheduled or required to supervise more than one playground period or interest group per week during the “recess period”, except in the case of an exceptional circumstance or inclement weather, so that they can have this time as additional Preparation Time.
 - 14.11.4 PROFESSIONALS may be required to attend no more than four hours of authorized administrative meetings per month that causes the workday to exceed seven and one-half (7.5) hours per day.
 - 14.11.5 PROFESSIONALS shall have 15 minutes prior to student contact and 15 minutes after student contact.
- 14.12 MIDDLE SCHOOL: These sections shall apply to all PROFESSIONALS who are working in any of RCPS’s Middle Schools.
- 14.12.1 Standard teaching assignments for grades 7 and 8 will consist of five teaching periods.

- 14.12.2 Each Classroom Teacher will have one uninterrupted period per day as Preparation Time.
 - 14.12.3 Each Classroom Teacher will have a teacher advisory or an equivalent assignment.
 - 14.12.4 PROFESSIONALS who do not teach regular periods are entitled to the same amount of lunch time and to the equivalent of one period per day as Preparation Time.
 - 14.12.5 PROFESSIONALS may be required to attend no more than four hours of authorized administrative meetings per month that causes the workday to exceed seven and one-half (7.5) hours per day.
 - 14.12.6 When an additional teaching period is required in the academic areas, the administration will find a PROFESSIONAL to accept the assignment on a voluntary basis with additional pro-rated compensation based on the PROFESSIONAL's salary.
- 14.13 HIGH SCHOOL: These sections shall apply to all PROFESSIONALS who are working in any of RCPS's High Schools.
- 14.13.1 Standard teaching assignments in the High School and Stafford Technical Center (grades 9-12), will consist of six periods and supervision duties over two days, excluding homeroom assignments and after school help time.
 - 14.13.2 A Classroom Teacher may not be assigned supervision of a study hall over and above their six teaching periods over a two-day period.
 - 14.13.3 Each Classroom Teacher will be provided with one period per day as Preparation Time.
 - 14.13.4 PROFESSIONALS may be required to attend no more than four hours of authorized administrative meetings per month that causes the workday to exceed seven and one-half (7.5) hours per day.
 - 14.13.5 When an additional teaching period is required in the academic areas, the administration will find a PROFESSIONAL to accept the assignment on a voluntary basis with additional pro-rated compensation based on the PROFESSIONAL'S salary.
- 14.14 Nothing in this Article will prevent a PROFESSIONAL from volunteering for any duties that are inconsistent with the provisions in this Article, meaning the number of hours worked in a day or performing other duties during a PROFESSIONAL'S Preparation or Lunch Time.
- 14.15 All nurses shall have a seven and one-half (7.5) hour workday.

- 14.16 Parent/Teacher Conferences are important to the education of students. RPS will schedule parent conferences twice a year which will occur over a two-day period: in the afternoon and evening of the first day, and in the morning of the following day. Classroom teachers will be considered to have worked a full day as a result of their student contact time and/or parent conferences on that first day which occur prior to the end of the normal school day. The times scheduled for parent/teacher conferences in the afternoon after the end of the normal school day and in the evening of the first day will be considered a ½ workday. The morning of parent conferences on the following day will be considered a ½ workday. Classroom teachers agree that as part of their professional responsibilities, they will accommodate the schedule of the parent(s) to have a conference at a mutually agreeable time if the RPS scheduled times do not permit a parent to meet with a teacher.

If a classroom teacher is absent for any part of the first day of parent conferences, the absence will be charged as the commensurate amount of time to the absence. If a teacher is absent on the second day of parent conferences, the absence will be charged as .5 day of absence.

ARTICLE 15

REDUCTION IN FORCE

- 15.1 It is understood by the ASSOCIATION and RCPS that the BOARD, in keeping with its responsibility to operate the public schools of the city, and to determine educational policies, recognizes that from time-to-time conditions, including but not limited to, evaluation of programs, enrollment, and economic conditions, may require the implementation of a reduction in staff.
- 15.2 In the event a reduction in staff is implemented, the least senior individual within the endorsement area required for the reduction in force plan will be laid off first. In the event the individual who is laid off is (1) licensed in another endorsement area(s) and (2) has taught in that other endorsement area(s) in RCPS or another school district for a period equal to at least one (1) school year and (3) is more senior than a PROFESSIONAL in that other endorsement area, the more senior individual may replace the less senior individual in that endorsement area. The less senior individual affected may also move if the PROFESSIONAL fulfills the same three (3) criteria.

Licensure and endorsement are defined in the Regulations Governing the Licensing of Educators and the Preparation of Educational Professionals by the Vermont Agency of Education.

RCPS shall develop a seniority/licensure list annually and provide a copy to the REA President. The list will be posted in each faculty room in RCPS no later than November 15 of each school year which shall cover all PROFESSIONALS covered by this Agreement.

A PROFESSIONAL whose original position is being reduced or abolished is to be notified as early as practicable in writing but no later than April 15. A list of open and posted positions in RCPS will be made available to the PROFESSIONALS at that time. If the PROFESSIONAL has bumping rights, and chooses to exercise those rights in accordance with the preceding requirements, notification to any PROFESSIONAL who is bumped of the loss of their position will be within ten (10) days after RCPS is notified of the acceptance of a "bump" position, the April 15 date notwithstanding.

The PROFESSIONAL shall then be placed on the recall list for their original and reduced position only. Once a PROFESSIONAL accepts a "bumped" position they shall have rights to their original position, if restored, for a period not to exceed the recall rights of twenty-four (24) months. After the twenty-four (24) months period, the "bumped" position shall be considered the PROFESSIONAL's permanent assignment.

It is understood that once a PROFESSIONAL advises RCPS that the PROFESSIONAL has rights to "bump" into another position in accordance with the above procedure, the PROFESSIONAL must notify RCPS, in writing, of the intent to accept the position in that endorsement area within ten (10) days of the notice of reduction of the PROFESSIONAL'S original position. Failure to notify RCPS of acceptance of the "bump" position voids the PROFESSIONAL'S right to that or any other position.

- 15.3 Seniority is defined as the total amount of RCPS service within the endorsement area in which the PROFESSIONAL teaches fifty percent (50%) or more of the time or works. In the event a PROFESSIONAL'S teaching responsibilities are evenly split (50%/50%), the PROFESSIONAL may decide at the time of acceptance of the position where seniority shall accrue. A PROFESSIONAL who is transferred or reassigned by RCPS from one endorsement to another or has been bumped from one endorsement area to another will have their total district seniority counted should a reduction in force take place in the endorsement area the PROFESSIONAL teaches in at the time of reduction. Unpaid leaves of absence will not count toward seniority except for time on Professional Leave as specified in Article 8.
- 15.4 In order for a PROFESSIONAL'S additional endorsement to be considered in a reduction in force, the PROFESSIONAL must have the endorsement(s) in place by April 1 of the year in which any reduction is made. In the event the more senior PROFESSIONAL has multiple endorsements and may displace more than one other less senior PROFESSIONAL, the final placement decision will be made by RCPS.
- 15.5 Movement of PROFESSIONAL(s) that results from the Reduction in Force will not be construed as creating vacancies and will not be posted positions. A PROFESSIONAL who is moved as a result of the implementation of this article will not be entitled to consider the movement an involuntary transfer.
- 15.6 Less than full time staff will accrue seniority on a pro-rata basis. Licensed staff who have been employed as full-time PROFESSIONALS and who become part time PROFESSIONALS, at their own request and with the approval of RCPS, will continue to

accrue seniority pro-rata when they cease full time employment and take approved part time teaching positions for RCPS. Licensed staff who have been employed as full-time PROFESSIONALS and who are reduced to part time positions by RCPS action or "bump" will continue to accrue seniority in the part time position on the same basis as if they had continued full time. If a part time PROFESSIONAL accrues more seniority than a full time PROFESSIONAL in an endorsement area or would have more seniority in another endorsement area due to multiple endorsements, but RCPS requires a full-time position, the part time PROFESSIONAL must accept full time employment or lose any rights to that position and will lose rights to any recall.

- 15.7 A PROFESSIONAL in a long-term substitute assignment who has served consecutively for at least 100 days in the same position, and is subsequently hired for that position, the term of service will be used for purposes of seniority.
- 15.8 RCPS will notify the ASSOCIATION of plans to implement a reduction in staff promptly upon the development of any plan. RCPS will meet with the ASSOCIATION to discuss those plans within a reasonable amount of time after the notification has been given which shall not be greater than three school days. The final decision as to the scope and nature of the reduction in staff shall be made by the BOARD.
- 15.9 In the event a PROFESSIONAL is notified of the non-renewal of his contract due to a reduction in staff, the PROFESSIONAL shall have the opportunity to be recalled for a period of twenty-four (24) months beyond the expiration date of his contract for a position which is vacant and for which the PROFESSIONAL is deemed qualified by the Superintendent. A PROFESSIONAL must respond to a recall notice within fourteen (14) calendar days of receipt of generally acceptable written notification. Notice of recall shall be sent to the PROFESSIONAL and ASSOCIATION. A refusal to accept a recall or a failure to respond to the notice as required shall constitute a severance of employment. It shall be the responsibility of the PROFESSIONAL on layoff to provide the Superintendent with an updated current mailing address.

ARTICLE 16

COVERAGE

- 16.1 No PROFESSIONAL will be required by RCPS to cover for another PROFESSIONAL, unless in the case of an emergency.
- 16.2 A Classroom Teacher has the right to accept or decline a request by RCPS to cover for another classroom teacher's class without prejudice.
- 16.3 In the event that a PROFESSIONAL at the High School, Technical Center, or Middle School is requested/required by RCPS to cover three or more classes per week of another PROFESSIONAL'S classes, the PROFESSIONAL will be compensated for all classes taught at a proportionate rate to represent the time value based upon that

PROFESSIONAL'S annual regular salary.

- 16.4 In the event that a PROFESSIONAL at an elementary school (EEE-6) or the Allen Street Campus School is requests/required by RCPS to cover three or more hours per week of another PROFESSIONAL'S classes, the PROFESSIONAL will be compensated for time taught at a proportionate rate to represent the time value based upon that PROFESSIONAL'S annual regular salary.
- 16.5 In the event of emergencies, PROFESSIONALS may voluntarily assume coverage time without compensation.
- 16.6 PROFESSIONALS who voluntarily cover for each other are not covered by any of the provisions of this Article.

ARTICLE 17

PROTECTION OF PROFESSIONALS IN DAMAGE SUITS

- 17.1 RCPS shall for actions taken or events that occur within the course of a PROFESSIONAL'S duties indemnify and save harmless any PROFESSIONAL from financial loss and expense, including reasonable legal fees and costs as required by law so long as the actions are covered by the insurance policy.

ARTICLE 18

ADDITIONAL BENEFITS

18.1 Health Plan:

1. RCPS'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.
2. 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 RCPS 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.

3. RCPS 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.
 4. **In the event that during the life of this agreement, the RCPS is no longer able to obtain coverage through VEHI as set forth in Article 18, Paragraph 1, and the parties become legally permitted to negotiate health care benefits, the parties agree to reopen Article 18 of this Agreement and negotiate a new employee health care agreement.**
- 18.2 **Dental Plan.** Coverage will be under the Dental Plan currently in effect. The Plan will be paid by RCPS.
 - 18.3 **Section 125 Plan.** RCPS shall provide an I.R.S. section 125 health related program for all PROFESSIONALS.
 - 18.4 **Disability Insurance.** RCPS will provide to PROFESSIONALS a Long-Term Disability Insurance policy that provides disability compensation at 60% of the PROFESSIONAL'S covered earnings at the time of disability. Coverage will commence six (6) months after the onset of the disability, provided the PROFESSIONAL continues to remain disabled, and will cease at the end of the disability or to age 65, whichever is sooner. A PROFESSIONAL has to satisfy the requirements established by the policy.
 - 18.5 **Life Insurance.** A Fifty Thousand (\$50,000.00) dollar term life insurance will be provided by RCPS to PROFESSIONALS.
 - 18.6 **Effect of Termination of Employment.** Upon the termination of services of a PROFESSIONAL for any reason, RCPS will not be liable for the payment of any insurance premium beyond the end of the month in which the termination occurs.
 - 18.7 **City Pension/Retirement Plan:** Participation in the City Pension/Retirement System by PROFESSIONALS 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:

Employee contribution 4.2%.

Board 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 PROFESSIONALS 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. RCPS agrees to not recommend any changes in this 1% basic percentage benefit formula and to recommend preserving the Pension Plan to the Pension Board with this current basic percentage benefit formula for REA Employees.

- 18.8 **Death Benefit.** RCPS shall pay to the estate of any PROFESSIONAL who dies while still employed or under contract to RCPS \$100.00 per day for all accumulated sick days, up to a maximum of 187 sick days.

ARTICLE 19

ASSOCIATION RIGHTS

- 19.1 The ASSOCIATION and its representatives shall have the right to use school buildings at all reasonable hours for meetings. The Principal of the building that the Association wants to use shall be notified in advance of the time and place of all such planned meetings so that the Principal and the Superintendent can approve the arrangements, which approval shall not be unreasonably withheld. The ASSOCIATION agrees to reimburse RCPS for custodial hourly wages that result from the requirement of providing custodial services outside regularly scheduled custodial working hours.
- 19.2 The ASSOCIATION shall have, in each building, the right to use a bulletin board in each faculty lounge.
- 19.3 The ASSOCIATION shall have the right to use the inter-school mail facilities and school mailboxes and e-mail for routine purposes.
- 19.4 Representatives of the ASSOCIATION, the Vermont-NEA, and the National Education Association shall be permitted to transact official ASSOCIATION business on school property at all reasonable times, including during the work day, provided that this shall not interfere with or interrupt normal school operations.

ARTICLE 20

GENERAL PROVISIONS

- 20.1 It is understood that both parties having 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, unless specifically provided for in this Agreement.

- 20.2 This Agreement may not be modified in whole or in part by the parties except by mutual agreement in writing that is duly executed by both parties.
- 20.3 RCPS 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 at least in the Superintendent's office and form the basis for student and faculty handbooks. PROFESSIONALS 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.
- 20.4 For the duration of this Agreement the ASSOCIATION and PROFESSIONALS shall not strike or engage in a concerted refusal to perform contracted services, subject to disciplinary action, and RCPS agrees that there shall be no lockout.
- 20.5 The ASSOCIATION and RCPS agree that common business practices require that PROFESSIONAL(s) resigning their positions give as much advance notice as possible to RCPS so that a suitable replacement may be found.

PROFESSIONAL(s) shall give at least thirty (30) days' notice and reasons to RCPS of their intent to resign from their position.

This paragraph in no way waives RCPS's right to pursue penalties under Title 16 Section 1752(a).

- 20.6 Severability: In case any one or more of the provisions contained in this Agreement shall be invalid, illegal or unenforceable in any respect under any law, the validity, legality and enforceability of the remaining provisions contained in this Agreement shall not in any way be affected or impaired and will continue in full force and effect.
- 20.7 To the extent the Agreement has not been changed from the prior agreement, the intent is to maintain the status quo and past practices that existed under the prior agreement, including, but not limited to Article 14, and/or from creating new obligations or duties applicable to all PROFESSIONALS that are only relevant to classroom teachers and have historically only applied to classroom teachers under prior contracts.

ARTICLE 21

DURATION

- 21.1 This Agreement shall become effective as of July 1, 2024, and shall continue in effect through June 30, 2025.
- 21.2 In the event that a successor to this Agreement has not been ratified by the Board and the Association as of the expiration date of this Agreement, no salary schedule step

advancement shall be provided unless and until the parties have ratified a successor to this Agreement which expressly provides for such salary schedule step advancement.

ARTICLE 22

PROVISIONS DEALING WITH SCHOOL NURSES AND OTHER PROFESSIONALS:

- 22.1 All RCPS School Clinic Based Nurses (hereinafter “Nurses,” which shall include nurses who are validly licensed and whose primary responsibility is to provide nursing services to students) are PROFESSIONALS under this Agreement.
- 22.2 The Nurses shall be paid on the Nurse Salary Schedule that is a part of *Appendix D*.
- 22.3 RCPS shall, for actions taken or events that occur within the course of a Nurse, School Psychologists, or any other PROFESSIONALS whose duties warrant professional liability insurance coverage, provide liability insurance coverage for them and shall provide a defense and legal representation for them at no cost to them so long as the actions are covered by the insurance policy.
- 22.4 All Nurses who qualify shall participate in the State Teachers’ Retirement Program.

Dated this ____ day of _____, 2025.

RUTLAND CITY PUBLIC SCHOOLS

BY: _____
President of the Board of
School Commissioners

Dated this ____ day of _____, 2025.

RUTLAND EDUCATION ASSOCIATION – PROFESSIONALS

BY: _____
President

BY: _____
Chief Negotiator

ACKNOWLEDGMENT OF ARBITRATION

It is understood that this Agreement between the Rutland City School District and the Rutland Education Association contains an agreement to arbitrate. After signing this document, it is understood that neither party will be able to bring a lawsuit concerning any dispute that may arise which is covered by the arbitration agreement, unless it involves a question of constitutional or civil rights. Instead the parties agree to submit any such dispute to an impartial arbitrator.

Dated this ____ day of _____, 2024.

RUTLAND CITY PUBLIC SCHOOLS

BY: _____
President of the Board of
School Commissioners

Dated this ____ day of _____, 2024.

RUTLAND EDUCATION ASSOCIATION – PROFESSIONALS

BY: _____
President

BY: _____
Chief Negotiator

GRIEVANCE RECORD

(For use at Steps 1 and 2)

Step _____

Name of Grievant _____ Date Filed: _____

Building: _____ Assignment _____

Article of the Agreement allegedly violated: _____

Statement of the grievance: _____

Nature and extent of the personal loss involved: _____

Grievant's dissatisfaction with any prior decisions: _____

Remedy sought: _____

(Signature – Grievant)

Additional Comments: _____

Disposition by: Superintendent School Board Date Answered: _____

(Superintendent/School Board)

Grievance settled on the basis of Superintendent's/Board's answer: _____

Grievant: _____

REA PAYMENT SCHEDULE

# PAYS	2024-2025
1	8/23/2024
2	9/6/2024
3	9/20/2024
4	10/4/2024
5	10/18/2024
6	11/1/2024
7	11/15/2024
8	11/29/2024
9	12/13/2024
10	12/27/2024
11	1/10/2025
12	1/24/2025
13	2/7/2025
14	2/21/2025
15	3/7/2025
16	3/21/2025
17	4/4/2025
18	4/18/2025
19	5/2/2025
20	5/16/2025
21	5/30/2025
22	6/13/2025

PROFESSIONALS' Placement on Reformatted PROFESSIONALS' Salary Schedule

The Chart below shows what steps PROFESSIONALS who were employed by RCPS in 2023-2024 will be placed on in the new PROFESSIONALS' Salary Schedule once the Salary Schedule is reformatted as set forth in Article 6(b) and after all PROFESSIONALS are granted steps for the first year of this Contract based on the step that PROFESSIONALS were on in the final year of the prior contract (2023-2024). All PROFESSIONALS hired in 2024-2025 will be placed on Step 1 of the 2024-2025 PROFESSIONALS Salary Schedule unless they were placed on a higher step at the time that they were hired based upon their experience, background, and education.

Step Placement in 2023-2024	Step Placement in 2024-2025
1	2
2	2
3	3
4	3
5	4
6	5
7	6
8	7
9	8
10	9
11	10
12	11
13	12
14	13
15	14
16	15
17	16
18	17

RUTLAND CITY PROFESSIONALS' SALARY SCHEDULE INDEX

TEACHER SALARY SCHEDULE INDEX FOR 2024-2025 to 2025-2026

	I	II	III	IV	V
	Bachelor	B +15	B +30	Master or B +45	Master +15 or B +60
STEP					
1	1.0000	1.0455	1.0910	1.1365	1.1820
2	1.0455	1.0910	1.1365	1.1820	1.2275
3	1.0910	1.1365	1.1820	1.2275	1.2730
4	1.1365	1.1820	1.2275	1.2730	1.3185
5	1.1820	1.2275	1.2730	1.3185	1.3640
6	1.2275	1.2730	1.3185	1.3640	1.4095
7	1.2730	1.3185	1.3640	1.4095	1.4550
8	1.3185	1.3640	1.4095	1.4550	1.5005
9	1.3640	1.4095	1.4550	1.5005	1.5460
10	1.4095	1.4550	1.5005	1.5460	1.5915
11	1.4550	1.5005	1.5460	1.5915	1.6370
12	1.5005	1.5460	1.5915	1.6370	1.6825
13	1.5460	1.5915	1.6370	1.6825	1.7280
14		1.6370	1.6825	1.7280	1.7735
15			1.7280	1.7735	1.8190
16			1.7735	1.8190	1.8645
17			1.8190	1.8645	1.9100
18					1.9555

RUTLAND CITY PROFESSIONALS' SALARY SCHEDULE FOR 2024-2025

RUTLAND CITY TEACHER SALARIES FOR 2024-2025

	I	II	III	IV	V
	Bachelor	B +15	B +30	Master or B +45	Master +15 or B +60
STEP					
1	\$44,850	\$46,891	\$48,931	\$50,972	\$53,013
2	\$46,891	\$48,931	\$50,972	\$53,013	\$55,053
3	\$48,931	\$50,972	\$53,013	\$55,053	\$57,094
4	\$50,972	\$53,013	\$55,053	\$57,094	\$59,135
5	\$53,013	\$55,053	\$57,094	\$59,135	\$61,175
6	\$55,053	\$57,094	\$59,135	\$61,175	\$63,216
7	\$57,094	\$59,135	\$61,175	\$63,216	\$65,257
8	\$59,135	\$61,175	\$63,216	\$65,257	\$67,297
9	\$61,175	\$63,216	\$65,257	\$67,297	\$69,338
10	\$63,216	\$65,257	\$67,297	\$69,338	\$71,379
11	\$65,257	\$67,297	\$69,338	\$71,379	\$73,419
12	\$67,297	\$69,338	\$71,379	\$73,419	\$75,460
13		\$71,379	\$73,419	\$75,460	\$77,501
14			\$75,460	\$77,501	\$79,541
15			\$77,501	\$79,541	\$81,582
16			\$79,541	\$81,582	\$83,623
17					\$85,664

RUTLAND CITY NURSES SALARY SCHEDULE INDEX

NURSES SALARY SCHEDULE INDEX FOR 2024-2025 to 2025-2026

	I	II
	B.S. or B.A. & RN	Masters & RN
STEP		
1	1.0910	1.1820
2	1.1820	1.2730
3	1.2730	1.3640
4	1.3640	1.4550
5	1.4550	1.5460
6	1.5460	1.6370
7	1.6370	1.7280
8	1.7280	1.8190
9	1.8190	1.9100
10	1.9100	2.0010
11	2.0010	2.0920

Index refers to PROFESSIONALS Salary Schedule Base

RUTLAND CITY PROFESSIONALS – NURSES SALARY SCHEDULE FOR 2024-2025

RUTLAND CITY NURSES SALARIES FOR 2024-2025

	I	II
	B.S. or B.A. & RN	Masters & RN
STEP		
1	\$48,931	\$53,013
2	\$53,013	\$57,094
3	\$57,094	\$61,175
4	\$61,175	\$65,257
5	\$65,257	\$69,338
6	\$69,338	\$73,419
7	\$73,419	\$77,501
8	\$77,501	\$81,582
9	\$81,582	\$85,664
10	\$85,664	\$89,745
11		

SAMPLE
CITY OF RUTLAND PUBLIC SCHOOLS ID: IDNO»
CONTRACT FOR PROFESSIONAL – CLASSROOM TEACHERS
20__-20__ SCHOOL YEAR

1. This is an annual contract between «**First_Name**» «**Last_Name**» of «**City_and_State**» (hereinafter referred to as the "teacher") and the Board of School Commissioners of the City of Rutland (hereinafter referred to as "RPS"). This contract is for the school year beginning July 1, 20__ through June 30, 20__ (hereinafter the School Year). The parties to this contract are subject to the provisions of the collective bargaining agreement between RPS and the Rutland Education Association – Teachers (hereinafter referred to as the "Association") and all applicable laws.
2. The salary of «**Annual_Salary**» (Col. «**Column**»/ Step «**Step**») plus an additional compensation of «**Extra Stipend**» for _____ «**Stipend Description**», shall constitute the teacher's total compensation of «**Total_Salary**» for the School Year, provided, however, payment of the additional compensation shall not be made if the program for which the services of the teacher are required is not implemented during the term of this contract.
3. This contract shall be for «**Subject_Taught or grade taught or job title**».
4. The teacher shall not have more than 178 teaching days. In addition the teacher will attend professional development days and parent conference days not to exceed 9 days as directed by the Superintendent.
5. To the extent that information is available, the teacher shall be notified in writing not later than December 1 of the School Year if the teacher's re-employment for the next succeeding school year is in doubt due to below acceptable performance or conduct, but this requirement does not preclude RPS from taking action if information comes to light prior to April 15th of the School Year that would justify taking this same action.
6. The teacher shall be notified not later than April 15 of the School Year, if the teacher is not to be issued a contract of employment for the next succeeding school year for any reason. If a teacher has not received this notice or the notice in paragraph 5, a new contract shall be issued by April 15 of the School Year or fifteen (15) days after the ratification of the collective bargaining contract between the RPS and the Association, whichever last occurs.
7. The teacher shall return this contract signed no later than April 30 or fifteen (15) days following receipt of this contract. If RPS does not receive this contract signed by the teacher by the date required, then RPS shall conclude that the teacher is not returning as a teacher for the School Year. Any extension beyond this time period shall be at the sole discretion of the Superintendent.
8. If the teacher resigns or seeks to terminate this contract after having returned a signed contract, the resignation may be accepted at the discretion of the Superintendent.
9. The teacher (holds) (is eligible to hold) the following licensure as set forth on the attached Exhibit A. The teacher has the educational experience and is familiar with the VSA Title 16, Sections 1752, 1755, 1792, and 1793 as set forth on Exhibit B.

Superintendent of Schools

Date

President, the Board of School Commissioners of Rutland City

Date

PROFESSIONAL – Classroom Teacher

Date

Return signed original to the Office of the Superintendent.

SAMPLE
CITY OF RUTLAND PUBLIC SCHOOLS ID: IDNO»
CONTRACT FOR PROFESSIONAL – NON-CLASSROOM TEACHER
20__-20__ SCHOOL YEAR

10. This is an annual contract between «**First_Name**» «**Last_Name**» of «**City_and_State**» (hereinafter referred to as the "Professional") and the Board of School Commissioners of the City of Rutland (hereinafter referred to as "RPS"). This contract is for the school year beginning July 1, 20__ through June 30, 20__ (hereinafter the School Year). The parties to this contract are subject to the provisions of the collective bargaining agreement between RPS and the Rutland Education Association – Teachers (hereinafter referred to as the "Association") and all applicable laws.
11. The salary of «**Annual_Salary**» (Col. «**Column**»/ Step «**Step**») plus an additional compensation of «**Extra Stipend**» for «**Stipend Description**», shall constitute the Professionals total compensation of «**Total_Salary**» for the School Year, provided, however, payment of the additional compensation shall not be made if the program for which the services of the Professional are required is not implemented during the term of this contract.
12. This contract shall be for «**job title/position**».
13. The Professional shall not have more than 187 workdays. This limitation does not apply to extra days that the Professional agrees to work and be paid for.
14. To the extent that information is available, the Professional shall be notified in writing not later than December 1 of the School Year if the Professional's re-employment for the next succeeding school year is in doubt due to below acceptable performance or conduct, but this requirement does not preclude RPS from taking action if information comes to light prior to April 15th of the School Year that would justify taking this same action.
15. The Professional shall be notified not later than April 15 of the School Year, if the Professional is not to be issued a contract of employment for the next succeeding school year for any reason. If a Professional has not received this notice or the notice in paragraph 5, a new contract shall be issued by April 15 of the School Year or fifteen (15) days after the ratification of the collective bargaining contract between the RPS and the Association, whichever last occurs.
16. The Professional shall return this contract signed no later than April 30 or fifteen (15) days following receipt of this contract. If RPS does not receive this contract signed by the Professional by the date required, then RPS shall conclude that the Professional is not returning as a Professional for the School Year. Any extension beyond this time period shall be at the sole discretion of the Superintendent.
17. If the Professional resigns or seeks to terminate this contract after having returned a signed contract, the resignation may be accepted at the discretion of the Superintendent.
18. The Professional (holds) (is eligible to hold) the following licensure as set forth on the attached Exhibit A. The Professional has the educational experience and is familiar with the VSA Title 16, Sections 1752, 1755, 1792, and 1793 as set forth on Exhibit B.

 Superintendent of Schools

 Date

 President, the Board of School Commissioners of Rutland City

 Date

PROFESSIONAL – Non-Classroom Teacher

 Date

Return signed original to the Office of the Superintendent.

CITY OF RUTLAND PUBLIC SCHOOLS
CONTRACT FOR NURSES

20 - 20 SCHOOL YEAR

1. This contract between _____ of _____ (hereinafter referred to as the “Nurse”) and the Board of School Commissioners of the City of Rutland (hereinafter referred to as the “Board”) is for the school year beginning July 1, 20XX. The parties to this contract acknowledge that this contract is subject to and controlled by the provisions of the collective bargaining agreement (hereinafter the “Master Agreement”) between the Board and the Rutland Education Association (hereinafter referred to as the “Association”) and all applicable laws, if any.
2. The compensation plus all benefits as provided for by the Master Agreement constitutes the Nurse’s total compensation for the school year covered by this contract.
3. The current assignment shall be in the building where the Nurse is currently working but the Board reserves the right to move the Nurse to a different building location.
4. The work schedule and hours of service are covered by the Master Agreement.
5. The condition of employment requires maintaining all appropriate licenses consistent with the requirements of the job description applicable to the position covered by this Contract and keeping it in good standing at all times.
6. All Nurse contracts shall be returned signed within fifteen (15) days following receipt of the issued contract. The failure to return a signed contract within 15 days shall be interpreted to mean that the Nurse does not intend to return to employment with the School District for the next succeeding year. Any extension beyond the 15 days period shall be at the discretion of the Superintendent of Schools.
7. If the Nurse tenders (his/her) resignation after having returned a signed contract such resignation may be accepted at the discretion of the Superintendent of Schools in light of emergency reasons of the Nurse and the Nurse would be released from the contract.

Superintendent of Schools

April 9, 20
Date

President, Board of School Commissioners

April 9, 20
Date

PROFESSIONAL-Nurse

Date

Limited Release of PROFESSIONAL Medical Information Form (RCPS Physician Only)

TO: Provider: _____

FROM: PROFESSIONAL: _____

Date of Birth: _____

I do hereby consent to an examination of me by the above-named medical provider. The examination is to evaluate my ability to properly perform my job with the Rutland City Public Schools.

I agree to fully cooperate in this examination of me. Should the medical provider deem it is necessary to obtain or review previous medical and psychological information regarding me in order to adequately determine my ability to perform the essential functions of my job, the medical provider will explain this to me and I may authorize said medical provider to obtain or review said relevant medical and psychological information generated within the past three years. If I refuse to provide the authorization and the medical provider does not believe that he/she can complete the examination of me without this material then he/she will explain that to me before reporting to the Rutland City Public Schools that he/she could not complete the examination requested because of the inability to obtain requested information.

I authorize the medical provider to confer orally with the Superintendent of Schools regarding the examination and the conclusions developed as they relate only to issues that might impact or affect in anyway upon the best interests of the students, the safety of myself, students and co-workers, and my ability to perform the essential functions of my job.

I do hereby consent to the provider issuing a written report indicating any issues that might impact or affect in anyway upon the best interests of the students, the safety of myself, students and co-workers, and my ability to perform the essential functions of my job. The medical provider is hereby authorized and directed to provide a copy of the written report to the Superintendent of the Rutland City Public Schools, 6 Church Street, Rutland, Vermont 05701, and to provide me with a copy of the written report submitted to the Superintendent of Schools.

The use of a photocopy of this Release is hereby expressly authorized for the purposes of implementing this Release. This Release shall be effective only for the above-named provider to conduct the examination and issue the written report herein described and shall expire one month after said report is released.

Dated: _____

Signature of PROFESSIONAL: _____

PROFESSIONAL's Printed Name: _____