

**2017 – 2019**

**AGREEMENT**

**Between**

**Burlington Board  
of  
School Commissioners**

**and the**

**Burlington Teachers  
of the  
Burlington Education Association, Inc.**

*January 10, 2018*  
Date: ~~December 2017~~

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**PREAMBLE**

This Agreement entered into by and between the Burlington Board of School Commissioners, hereinafter called the "Board" and the Burlington Education Association Inc. affiliated with the Vermont-NEA and the National Education Association, hereinafter called the "Association".

**WITNESSETH:**

WHEREAS, the Board and the Association recognize and declare that providing a quality education for the children of the Burlington School System is their mutual aim and that the character of such education depends predominately upon the quality and morale of the teaching service; and

WHEREAS, the members of the teaching profession are particularly qualified to participate and contribute to the formulation of policies and programs designed to improve educational standards; and

WHEREAS, the Board, as duly elected representatives of the citizen taxpayers who bear the financial burden of the school system, has, under the laws of the State of Vermont the final responsibility to determine the policies of the Burlington System; and

WHEREAS, the parties have reached certain understandings which they desire to confirm in this Agreement,

In consideration of the following mutual covenants, it is hereby agreed as follows:

**SECTION I  
RECOGNITION, DURATION AND RE-NEGOTIATION PROCEDURES**

**ARTICLE I**

**RECOGNITION**

1.1 The Board recognizes the Association as the sole and exclusive representative for collective bargaining purposes concerning the terms and conditions of employment and other matters of mutual concern for all professional employees of the Board subject to representation under Chapter 57 of 16 V.S.A., as amended, (Labor Relations for Teachers), but excluding administrators and all other employees.

1.1 (a) From time to time there have been discussions that the Burlington Technical Center may merge its operations with other technical centers in the area. The Board recognizes that if such a merger occurs, those teachers employed in Burlington Technical Center positions are entitled to use the displacement procedures provided for by Article XIV, Bumping, of this Agreement to attempt to displace other Burlington School District teachers.

1.2 Unless otherwise indicated, the term "teachers" when used hereinafter in this Agreement, shall refer to all professional employees as defined in section 1.1 above, represented by the Association in the negotiating unit as above-defined, and references to male teachers shall include female teachers.

1.3 Despite reference in this Agreement to the Board or the Association as such, each reserves the right to act hereunder by committee (which committee will not exceed fifteen (15) in number), individual member, or designated representative whether or not a member.

1.4 Except as otherwise specifically provided in this Agreement or otherwise mutually agreed to in writing between both parties, the determination of educational policy, the operation and management of the schools and the control, supervision, and direction of the staff are vested exclusively in the Board.

1.5 The Association will cooperate with and make recommendations to the school administration respecting curriculum development, program coordination, and special in-service training programs.

## **ARTICLE II**

### **DURATION OF AGREEMENT**

2.1 This agreement shall be effective as of September 1, 2017 and shall continue in full force and effect until twelve o'clock midnight on August 31, 2019. Negotiations for a successor to the Agreement will begin October 1 of the year before this Agreement expires, unless the Association notifies the Board that it does not intend to negotiate.

## ARTICLE III

### PROCEDURE FOR NEGOTIATION OF SUCCESSOR AGREEMENT

3.1 The Board and the Association agree to meet not later than October 1 prior to the expiration of this Agreement for the purpose of commencing negotiations for a successor to the Agreement unless negotiations for a prior Agreement are unresolved.

3.2 During negotiations, the Board and Association will present relevant data, exchange points of view and make proposals and counter-proposals. The Association and Board shall exchange proposals on negotiable matters not later than October 15, prior to the expiration of this Agreement. Thereafter, except by prior mutual agreement, only counter proposals relating to these initial proposals may be made by the parties. The Board will provide the Association with a complete tentative line budget for the next fiscal year as well as budgetary proposals recommended to the Board by its Finance Committee and all actual appropriations as soon as available. The Board will make available to the Association all pertinent records, data and information of public nature relating to the Burlington School District.

The parties agree that the best interests of the school system might entail consultation between the Board and the Association concerning the contract proposals and the course of negotiations between the Board and other school system bargaining units. Provided, neither party shall have any obligation to discuss any contract proposal between it and another bargaining unit unless it unilaterally decides to do so.

3.3 If, after discussion of all negotiable matters, but in no event later than February 15, the parties fail to reach agreement on any negotiable subject, either party may declare an impasse. Within three (3) calendar days after the declaration of impasse, the parties will attempt to select a person to serve as mediator and to obtain a commitment from such person to serve. If they are unable to agree upon a mediator and/or to obtain such a commitment within said time, either party may request the American Arbitration Association to appoint a mediator after the receipt of such request in accordance with rules and procedures prescribed by it for making such appointments. The mediator will not, however, without the consent of both parties, make findings of fact or recommend terms of settlement. The costs for the services of the mediator, including, if any, his/her per diem expenses, and his/her actual and necessary travel and subsistence expenses will be shared equally by the Board and the Association.

3.4 If the mediator is unable, within ten (10) calendar days after the first mediation session, to effect settlement of said controversy, either party may, by written notification to the other, request that said controversy be submitted to fact-finding. Within five (5) days after receipt of the aforesaid written request, each party will attempt to designate a third person to serve as chairman of the panel and to obtain a commitment from said person to serve. If within two (2) calendar days after their appointment, the two (2) appointees are unable to agree upon a chairman and/or to obtain such a commitment, or if either party fails to appoint its fact-finder within the aforesaid five (5) calendar day period, either party may request the American

Arbitration Association to designate a chairman, after receipt of such request, in accordance with rules and procedures prescribed by it for making such designations. The chairman so designated will not, without consent of both parties, be the same person who was appointed mediator under the preceding paragraph.

3.5 The panel will, within ten (10) calendar days after the designation of the chairman, meet with the parties or their representatives, or both, forthwith, either jointly or separately, and make inquiries it deems appropriate. All such proceedings will be conducted in accordance with the rules and procedures of the American Arbitration Association. If such controversy is not resolved prior thereto, the panel will make findings of fact and recommend terms of settlement of the controversy, provided, however, its authority will be limited to making findings of recommendations with respect to negotiable subjects only. Said recommendations will be advisory only and will be made within thirty (30) calendar days after the designation of the chairman. The panel shall make such findings and recommendations public, if the issues in dispute are not settled within ten (10) calendar days of the delivery of the report. The costs for the services of the chairman, including his/her per diem expenses, if any, and his/her actual and necessary travel and subsistence expenses and the costs of a hearing room and transcript will be shared equally by the Board and the Association. All other expenses will be paid by the party incurring them.

3.6 Each party will provide to the other, upon request, a written statement indicating the person or persons authorized to act in its behalf at any particular point in time, neither team to exceed more than six (6) in number. The person or persons so authorized to act will be authorized to act in regard to all aspects of negotiations and to enter into tentative agreements, it being the mutual intention that neither party will be required to negotiate with respect to different subjects with different persons representing the other party. However, consultants to either party may be available at any such negotiations between the parties.

3.7 Upon tentative agreement between the parties, all items of agreement shall be reduced to writing and submitted to the Board and the Association for ratification.

3.8 Upon ratification by the parties, a mutually acceptable written agreement shall be signed by the Chairman of the Board and the President of the Association and by both negotiating teams. Said agreement shall then be binding upon the parties for its duration.

3.9 All written notices to the Board will be deemed to have been properly given if delivered to the Chairman of the Board, care of the Superintendent of Schools, and the Association, care of the President.



**SECTION II  
RIGHTS AND RESPONSIBILITIES**

**ARTICLE IV**

**RESPONSIBILITIES OF THE PARTIES**

4.1 This Agreement is intended to set forth rates of pay, hours of work, and other mutually agreed upon conditions of employment, so as to promote orderly and peaceful relations with the teacher personnel, and to achieve the highest level of teacher performance consistent with safety, good health, and professional effort, and promote the general welfare of the Burlington District Schools, its students and its teachers.

4.2 Unless otherwise agreed in writing, neither the Association, the Board, nor its school administration shall take any action affecting wages, hours, or other mutually agreed upon conditions of employment or any other matter covered by this Agreement in violation hereof.

4.3 The Association and the Board subscribe to the principle that differences should be resolved by peaceful and appropriate means without interruption of the school program. The Association, therefore, agrees that there shall be no strike, work stoppage, or other concerted refusal to perform work by the teachers covered by this Agreement nor any instigation thereof during the life of this Agreement, nor shall the Board engage in or permit any lockout of teachers.

4.4 If any provision of this Agreement or any application of this Agreement to any employee is held to be contrary to law, then such provision or application shall not be deemed valid and subsisting, except to the extent permitted by law, but all other provisions or applications shall continue in full force and effect.

4.5 Any individual contract between the Board and an individual teacher, heretofore or hereafter executed, shall be subject to and consistent with the terms and conditions of this Agreement. If an individual contract contains any language inconsistent with the Agreement, this Agreement, during its duration, shall be controlling.

4.6 The Board and the Association agree that there shall be no discrimination, and that all practices, procedures and policies of the school system shall clearly exemplify that there is not discrimination in the hiring, training, assignment, promotion, transfer, or discipline of teachers in the application or administration of this Agreement on the basis of race, creed, color, religion, national origin, sex, domicile, marital status, age or sexual orientation.

The Board and the Association affirm their mutual commitment to the principle of equal opportunity and both shall use best efforts, consistent with legal mandates, to promote affirmative action and provide an educational and employment setting which respects and

reflects the diversity of the City of Burlington. The preceding sentence shall not be subject to the grievance and arbitration procedures of this Agreement.

4.7 Access to the full text of this Agreement shall be made available to all teachers within thirty (30) week days after the Agreement is signed.

4.8 Notice Under Agreement -

Whenever written notice to the Board is provided for in this Agreement, such notice shall be addressed to the Chairman of the Burlington Board of School Commissioners at and the Superintendent of Schools, 150 Colchester Avenue, Suite 2, Burlington, Vermont 05401 or the then current address.

Whenever written notice to the Association is provided for in this Agreement, such notice shall be addressed to the Burlington Education Association, Inc., 14 South Williams Street, Burlington, Vermont 05401 or its then current address.

Either party by written notice may change the address at which future written notices to it shall be given.

4.9 The Board and the Association agree that the primary purpose of teacher evaluation is the improvement of education and educational conditions in the school system and to enhance the educational development of the teacher. It is the Board's duty and responsibility to evaluate the performance of teachers fairly and equitably according to a method(s) it deems appropriate. The Association may utilize the grievance and arbitration procedure commencing at Step 2, the superintendent level, to challenge the evaluation method(s), or portions thereof on the basis it is arbitrary, capricious, or without rational basis in fact. This provision and the status of any evaluation method(s) utilized pursuant hereto shall in no way affect the provisions of Article V in respect to the rights of individual teachers who are evaluated.

4.10 The District and the Association share the goal of offering to each student a maximum opportunity for learning. Although both budgetary and time constraints must be acknowledged, it is recognized that some students have special needs and require attention which exceeds that required by others. It is also recognized that this extra attention may have to be furnished by the classroom teacher, the teacher and district working in conjunction with other agencies, or at least on a temporary basis, exclusively by others. The District shall work with teachers to attempt to recognize these special needs and deal with them appropriately. This Section shall not be subject to the grievance and arbitration procedures of this Agreement.

4.11 Academic freedom to study and investigate facts and ideas concerning man, human society, the physical and biological world, and other branches of learning subject to accepted standards of professional responsibility shall not be abridged. The Board shall not require that any teacher act in an unprofessional or illegal manner with respect to the disclosure of personal information received by a teacher from his/her students.

4.12 As a duly elected body exercising governmental power within the laws of the State of Vermont, the Board hereby agrees that every teacher shall have the right to freely organize, join and support the Association for the purpose of engaging in collective negotiations. The Board shall not discriminate against any teacher with respect to hours, wages, or any terms or conditions of employment by reason of his/her membership in the Association and its affiliates, his/her participation in any activities of the Association, collective negotiations with the Board, or his/her institution of any grievance, complaint or proceeding under this Agreement.

4.13 Nothing contained herein shall be construed to deny or restrict any teacher of such rights as the teacher may have under State of Vermont School Laws or other applicable laws and regulations.

4.14 Teachers shall be entitled to full rights of citizenship and there shall be no discrimination, retaliation or disciplinary action taken against a teacher for the legitimate exercise thereof.

4.15 Paraeducators and employees working under personal services contracts are to be used as supportive personnel only and will not replace the teaching functions of teachers, but may assist the teachers in carrying out that function.

4.16 The Association and its members recognize that each teacher has a professional responsibility to provide the best possible opportunity to each and every student, and that this responsibility carries beyond the normal school day.

4.17 The Board and the Association shall schedule annual training workshop(s) on the grievance and negotiation process. A person acceptable to both sides shall be named to conduct this meeting. The Board and the Association shall share costs equally.

4.18 In accordance with 12 VSA §5652(b), the Board and the Association understand that this Agreement contains an agreement to arbitrate. After signing this Agreement, the Board and the Association understand that they will not 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 in accordance with the provisions contained in this Article.

4.19 Subject to the insurance limits referenced in Section 19.11, the Board shall give full support to the teachers including legal and insurance coverage for court action brought by parents or citizens against a teacher when acting in the proper discharge of the teacher's duties and within the scope of the teacher's employment.

The Board shall protect a teacher from public charges of impropriety as long as the teacher has functioned within the bounds of Board policies. It is agreed that the Superintendent may issue directive which interpret Board policies to meet specific situations as they arise.

4.20 The Association and the Board shall establish a labor and management committee to review issues of mutual concern. Committee recommendations may be made to appropriate boards or groups. The Board and the Association shall establish membership on the labor and management committee. The Association and Board shall appoint not less than two members each. Representatives of other associations or groups may be included. Topics subject to collective bargaining will not be discussed, except that by mutual agreement for the purpose of research and/or discussion to facilitate the collective bargaining process, the labor and management committee may preliminarily investigate topics and make recommendation to the negotiating teams.

4.21 (a) Purpose: A process shall exist for the duration of this Agreement, but not beyond without subsequent agreement between the parties, for the temporary waiver or variance of designated Agreement provisions on a building or separate academic program basis. This building level or distinct program (e.g. On-Top, Horizons, BTC shall be regarded as separate programs) waiver/variance initiative is designed to ensure as much flexibility as possible in attempting different approaches that may enhance learning opportunities for students and/or the professional working environment for teachers.

(b) Scope: The scope of the waiver/variance procedure shall be limited to operational standards of the Agreement, excluding economic provisions (pay and benefits), dues and agency service fee provisions, disciplinary standards and protocols, the grievance and arbitration procedures, layoff and recall procedures, evaluation protocols and any Agreement provision required by state or federal law.

(c) Process: A request for waiver/variance consideration must begin with a proposal initiated by a building/separate program administrator or by a teacher who works at least 50% of his/her working hours in the building or program (eligible participants) for which a waiver/variance is being considered. The following process will then be followed:

- (1.) The initiating individual must submit a written proposal on a form approved by the parties to the building/program principal/director that identifies with precision what contractual provisions are being suggested for waiver/variance, for how long, and for what intended purpose. If the proposal relates to the goal of improving student achievement, it must include a recitation of how and why the waiver or variance would assist in accomplishing this goal. If the goal is to enhance the professional working environment for teachers, the proposal shall identify how this will be accomplished
- (2.) Upon receipt of any such proposal the building principal/program director shall meet with the Association building/program representative to determine whether the proposal relates to an area of the Agreement for which a waiver/variance may properly be

considered. If it is not jointly determined that it does, the initiating individual will be so notified and no further consideration of the matter shall occur.

- (3.) If it is determined that the proposal is one that may be properly considered, it shall be the responsibility of the sponsor to explain the proposal and the waiver(s)/variance(s) being requested to the eligible members of the building/program faculty at no less two (2) voluntary meetings called expressly for this purpose.
  - (4.) When both the building principal/program director and the Association building/program representative determines that the proposal has been sufficiently presented, a secret ballot election shall be warned and held within 20 calendar days. If not less than 80% of those eligible participants who vote in the election vote in support of the proposed waiver it shall be considered approved by the building/program. The election will be supervised and ballots counted by a committee consisting of an equal number of administrators and Association representatives from the affected building/program.
  - (5.) Upon approval by the building/program, the proposal shall become applicable in the building/program for the length of time specified in the vote unless the adoption of the measure is disapproved by either the Superintendent of Schools or the Association President within 10 calendar days from the date of the affirmative vote following a joint meeting between such officials. The basis of the disapproval by the Association President or the Superintendent of Schools shall be an expressed belief that the waiver/variance will not in fact enhance student achievement or improve the professional work environment for teachers, or will have an adverse impact upon other operating segments of the District. No decision of disapproval shall be made arbitrarily, capriciously or without rational basis in fact.
- (d) Sunset: This provision shall expire and be of no further force and effect upon the termination of this Agreement unless the provision is negotiated into the next agreement. However, any fully approved waiver shall remain in full force and effect for its voted duration.

## ARTICLE V

### EVALUATION

5.1 (a) No teacher, except a teacher laid off due to budgetary constraints, shall have their contract non-renewed or be disciplined, reprimanded, reduced in rank or compensation, suspended, or dismissed without just cause, except that the non-renewal of a teacher during his/her first two years of employment in the school district shall not be grievable under this agreement. Any grievance arising under the provisions of this subsection shall be initially presented by the grievant or the Association at Step 2 of the grievance procedure.

(b) No adverse evaluation of any teacher's performance shall be placed in their personnel file for consideration without just cause. A teacher aggrieved by any such adverse evaluation may request a hearing before the Board of School Commissioners, which hearing shall be public or closed at the option of the teacher. If the Board should determine that just cause for such adverse evaluation did not exist, such evaluation shall be null and void and be expunged from all personnel records. The question of evaluations under this Article shall not be subject to arbitration under this Agreement.

5.2 A teacher shall be given a copy of any class visit or evaluation report prepared by his/her evaluators and will be entitled to a conference to discuss said report. If a report is prepared by an evaluator concerning a class visit, such report shall be shared with the teacher within five (5) school days of the classroom observation. No such report shall be submitted to the central office, placed in the teacher's files or otherwise acted upon without prior conference with the teacher. No teacher shall be required to sign a blank or incomplete evaluation form. The Board agrees that any evaluation system which it utilizes must involve adequate notification of what is expected of a teacher, adequate observation so as to allow for informed judgment and adequate opportunity for correction of any noted deficiency, which is, in fact, correctable.

5.3 All monitoring, observation or evaluation of the work performance of a teacher shall be conducted openly and with full knowledge of the teacher. Eavesdropping by any means or device shall be strictly prohibited.

5.4 For purposes of this Agreement, only that file regarding a teacher which is maintained at the Board's central administrative office shall be considered the teacher's personnel file. Materials in any other file shall not be considered pertinent in any case of promotion, transfer, evaluation, discipline or discharge nor shall such materials be ever maintained or cited as a part of a teacher's official records. A teacher shall have the right, upon reasonable request and at reasonable times, to review the contents of his/her personnel files and to receive copies at his/her expense of multiples of any documents contained therein. A single copy of any document within the personnel file of a teacher will be supplied at no cost to the teacher. A teacher shall be entitled to have a representative of the Association accompany the teacher during such review. At least once every three (3) years, a teacher shall have the right to indicate those documents and/or other materials in the teacher's files which the teacher believes to be obsolete or otherwise inappropriate to retain. Said documents shall be reviewed by the Superintendent or his/her

designee; and if, in fact, they are obsolete or otherwise inappropriate to retain, they shall be destroyed. However, the preceding sentence shall not apply to materials related to a "Major Offense." For purposes of this section, Major Offense shall mean conviction of a crime involving moral turpitude, or either conviction or an administrative adjudication relating to sexual harassment, the excessive use of force or the violation of another individual's civil rights. If any such conviction or administrative adjudication is overturned as a result of appeal any reference thereto will be removed from the teacher's personnel file. No material derogatory to a teacher's conduct, service, character, or personality shall be placed in the teacher's personnel file unless the teacher has had an opportunity to review such material. With the exception of performance evaluations, all such derogatory material shall be removed from the files after it becomes three (3) years old at the request of the teacher unless there has been a repetition of the same or similar incident. The teacher shall acknowledge that the teacher has had the opportunity to review such material by affixing his/her signature to the copy to be filed with the express understanding that such signature in no way indicates agreement with the contents thereof. Provided, the Board may insert in the personnel file materials sent to it or its superintendent by such teacher for the express purpose of being included in his or her personnel file. In such instances, said materials may be inserted without need of securing an additional signature. The teacher shall also have the right to submit a written answer to such material and their answer shall be reviewed by the Superintendent or his/her designee and attached to the files' copy.

5.5 Materials in the individual's personnel files which lack basis in fact shall be removed.

5.6 Any complaint regarding a teacher made to any member of the administration by any parent, student, or other person which is used in any manner in evaluating a teacher will be promptly investigated and called to the attention of the teacher. The teacher will be given an opportunity to respond to and/or rebut such complaint.

5.7 Performance-related Non-renewals and Denial of Step Increments:

Teachers whom the Board intends not to rehire for performance related reasons or to place on the next step of the salary schedule for the next school year, shall be notified in writing on or before March 1. Provided, in the case of a teacher who is subject to a remediation plan resulting from the evaluation process, the date for written notice hereunder shall be June 1. Such notice shall set forth the reasons for non-renewal or withholding of salary increment. If a notice of non-renewal is given, the date of such notice shall be regarded for job posting purposes as the date at which a vacancy occurs.

**ARTICLE VI**  
**TEACHING DUTIES**

6.1 Every reasonable effort shall be made by the Board to provide teachers with a full day of preparation time during the in-service period prior to the start of the school year for students. Normally such full day will be the day prior to the students' arrival. If it is necessary to schedule meetings the day prior to students' arrival, teachers will be given advance notice prior to the first required teacher duty day. Otherwise, teachers will be required to attend planned activities during the in-service period prior to the start of the school year for students. The Board will bear the burden of proof on the question of whether such reasonable efforts have been made.

6.2 In order to assure that pupils are taught by teachers working within their areas of competence, teachers shall not be assigned outside the scope of their teaching licenses and/or their major or minor fields of study except as a result of a temporary teaching emergency.

6.3 The number of students per classroom within the Burlington School System shall be as follows:

a) In kindergarten and grade one (1) the average number of students per classroom shall not exceed twenty-three (23), and the maximum number of students in a classroom shall not exceed twenty-seven (27). In grades two (2) and three (3), the average number of students per classroom shall not exceed twenty-four (24), and the maximum number of students in a classroom shall not exceed twenty-nine (29).

b) In grades four (4) through and including grade twelve (12) the average number of students per classroom shall not exceed twenty-six (26), and the number of students in a classroom shall not exceed thirty-two (32). Exceptions to the above may be made in each case for physical education classes and special experimental classes limited to one (1) term.

The average class size in subsections (a) and (b) shall be calculated exclusive of teachers and students at the Early Essential Education Center and special education classes. Further, neither guidance counselors nor learning center coordinators shall be counted in the determination of average class size.

c) It is agreed that if violations of this section continue beyond a reasonable adjustment period at the commencement of the school year (commencement of a semester at the secondary level), which period shall be at least two (2) weeks in length, then a grievance may be initiated at Step One and processed according to the provisions of the grievance procedure as set forth in Article XX. However, if such grievance is not resolved by Step Two, and a demand for arbitration is filed by the Association, the expedited arbitration procedures of this Agreement shall be followed.



6.4 Prior to the assignment of a student with disabilities, for whom an IEP is required within a grade or subject area, the appropriate administrator shall meet jointly with all of the teachers involved to attempt to reach a consensus regarding the most appropriate assignment of the student among the teachers, the best learning situation for a student, and the training and assistance needed by the teacher or teachers to whom the student will be assigned. If a consensus is not reached, a final determination shall be made by the Superintendent or his/her designee. Teachers shall be released from normal duties for training required pursuant to this Section. Pursuant to Section 4.4, if any provision of this Agreement or any application of this Agreement is held to be contrary to law, then such provision or application shall not be deemed valid and subsisting, except to the extent permitted by law, but all other provisions or applications shall continue in full force and effect.

6.5 The Board and the Association agree that, except in unusual circumstances, students will not be placed in any classroom in larger numbers than the capacity of the teaching facilities and stations available in that classroom, nor shall they be placed in a classroom unless it can be safely supervised and made appropriate for learning to take place there.

6.6 Classroom teachers will, in addition to their lunch period, have daily preparation time during which they will not be assigned to any other duties as follows:

- a) Elementary School - not less than forty-five (45) continuous minutes. Effective 2018-2019 school year, this forty-five (45) continuous minute daily preparation time will occur within the student day.<sup>1</sup>
- b) Middle School - not less than forty-five (45) continuous minutes.
- c) High School - not less than one (1) block per day.

6.7 Teacher participation in extracurricular activities will be strictly voluntary and teachers will be compensated for all such participation in accordance with the provisions of Appendix B of the Agreement. Once a teacher accepts an extracurricular assignment for compensation, however, it shall be his/her duty to complete the assignment unless relieved therefrom by the Board upon showing a just cause.

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<sup>2</sup> 21 V.S.A. §643 – (in pertinent part) “Where the injury causes total disability for work, the employer during such disability, but not including the first three days thereof, the day of the accident to be counted as the first day thereof, unless the employee received full wages for that day, the employer shall pay the injured employee a weekly compensation equal to two-thirds of the employee’s average weekly wages, but not more than the maximum nor less than the minimum weekly compensation, provided that the weekly compensation shall not be greater than the injured employee’s weekly net income.”

6.8 a) This paragraph will be applicable for the 2017 – 2018 school year only unless the result of the high school work day process results in no change. Teachers in grades 9 through 12 inclusive in the areas of math, English, social studies, business education, special education, art, foreign languages, and non-laboratory science shall not be involuntarily assigned more than five (5) teaching blocks per two-day period. (A teaching block may be up to 90 minutes as of the 2011/2012 school year.) Teachers in science, where laboratories are an integral part of the class, shall be assigned no more than an average of six (6) teaching periods per two-day period to a maximum of twenty-eight (28) 45 minute classes per week. Teachers in the area of technical and industrial education, driver education, home economics, music, and physical education shall be assigned no more than six (6) teaching blocks per two-day period. High School teachers assigned five (5) teaching blocks per two-day period or less may be assigned to one (1) supervisory assignment consisting of no more than one (1) block. Any teaching area not expressly covered by this Article, shall be assigned no more than five (5) teaching blocks per two-day. Non-teaching duties may be assigned to teachers that have no sixth teaching assignment. Said duty assignments will occur within fifty (50) continuous minutes if completed daily, and ninety (90) continuous minutes or one teaching block (whichever is shorter) if completed on alternate days.

Effective the 2018 – 2019 school year, teaching duties such as those outlined above for teachers in grades 9 through 12 shall be subject to additional assignment, consistent with any specific limitation contained in this Agreement, as determined and implemented in accordance with the limitations, process and rationale set forth in Appendix J.

Middle school teachers may not involuntarily be assigned more than two hundred ninety (290) minutes of student contact time per day and may not be assigned to more than a total of six (6) classes and/or duties per day. Non-teaching duties may be assigned to teachers that have no sixth teaching assignment. Said duty assignments will occur within fifty (50) continuous minutes if completed daily.

b) Lead teachers will be appointed at the Burlington High School by the Principal. The recommendations of the particular departments shall be considered by the Principal. In the English, History, Math and Science departments, Lead Teachers will not teach more than four (4) classes and will have no sixth (6<sup>th</sup>) assignment. In the Special Education department, the Lead Teacher will either have a reduced caseload or will be paid a stipend determined by the Administration. In all other departments, Lead Teachers will not teach more than five (5) classes, shall have no sixth (6<sup>th</sup>) assignment and shall be paid a stipend determined by the Administration and will be determined for the school year in the spring of the preceding year.

c) Teachers, other than Middle School Physical Education teachers, in grades 7-12 inclusive unless otherwise provided may be assigned up to one hundred fifty (150) students. Middle School Physical Education teachers may be assigned up to three hundred (300) students once a week, instead of one hundred fifty (150) students once a week. Language Arts teachers may be assigned at an average, taking into account all such teachers, of one hundred (100) students, with no language arts class exceeding twenty-five (25) students (students/FTE Language Arts teachers = average of 100). The Board will make reasonable efforts to distribute

language arts assignments in an equitable fashion. Such reasonable efforts will not be subject to the grievance procedures hereof except in the case of retaliation or reprisal. Teachers in areas where laboratories are an integral part of the curriculum may be assigned up to but not more than twenty-four (24) students per period. Teachers in areas where shops are an integral part of the curriculum may be assigned up to twenty (20) students per period. Guidance counselors may be assigned up to but not more than a district-wide average of three hundred (300) students per guidance counselor. No class in grades 1 through 12 will exceed a ratio greater than one (1) student for each thirty (30) square feet of available classroom size except that the number of students in a kindergarten class will not exceed a ratio greater than one (1) student for each fifty (50) square feet of available classroom space. It is understood and agreed that the square footage computation shall be determined by use of the mode of calculation used by the Vermont Department of Education during the 1981-82 school year.

It is agreed that the quantitative standards set forth in this subsection (b) shall not be a negotiable item during future collective bargaining unless the specific State Department of Education quantitative standard has been made more restrictive than as set forth herein.

d) Effective 2018-2019 school year, the assignment of Unified Arts (UA) teachers at the elementary level shall be limited to thirty-two (32) class sections per week.

6.9 The Board will use its best efforts to notify all teachers of their next year's assignment by the end of the school year. The Board will use its best efforts to limit teachers in grades 7 through 12 to three course preparations. Different courses, for example; such as Algebra I, Algebra II, Algebra III, etc., will be considered as different preparations, but Algebra I with differing ability levels will be considered one preparation.

6.10 The Board will use its best efforts to specify the location of a District teacher's assignment for the next school year by the end of the school year.

## **ARTICLE VII**

### **DUTIES**

7.1 With the exception of the duty-free lunch as specified in Section 8.1 hereof and the daily preparation time specified in Section 6.6 hereof, assignment of duties at the elementary school level before, during, and after the school day shall be controlled by this Section. Duties may include, but are not limited to supervision of cafeterias and lunchrooms (“lunch”), playgrounds (“recess”), hallways, lavatories, buses, student arrival and dismissal (“door”), field trips, advisory, student assemblies, special events (including evening programs). Effective 2018-2019 school year, the Board will not assign elementary teachers more than three (3) door, lunch and recess duties per week. Additionally, the Board will make best efforts to ensure that no elementary teacher is assigned more than two (2) duties per week involving either lunch and/or recess supervision. However, in the event the Board needs to assign an elementary teacher three (3) duties in a given week which include more than two (2) such duties for lunch and/or recess supervision, such teacher will become exempt from such lunch or recess duty for the ensuing two (2) weeks.

## ARTICLE VIII

### WORKING CONDITIONS

8.1 Effective 2018-2019 school year, all elementary school teachers shall be guaranteed a duty free lunch period of not less than twenty-five (25) continuous minutes. All other teachers (and elementary teachers during the 2017-2018 school year) shall be guaranteed a duty free lunch period of not less than one module (22- 25 minutes) and the Board shall use its best efforts to schedule so that two modules for lunch will be available for each teacher. Lunch will be scheduled between the hours of 11:00 A.M. and 1:30 P.M.

8.2 The School District Administration shall make reasonable efforts to schedule conferences which result from the implementation of Federal Special Education and 504 Regulations during the school day and to provide a substitute for each teacher involved. Whenever possible, teachers shall be notified at least five (5) school days prior to such conferences.

8.3 Teachers shall not be required or requested to work under unsafe or hazardous conditions or to perform tasks which unreasonably endanger their health or safety. The test of reason shall be applied in determining whether this section has been violated.

8.4 When schools are closed due to severe weather conditions, teachers will not be required or requested to report for work on that day. The number of calendar days will be complied with and made up at the end of the school year or as mutually agreed upon by the Board and the Association.

8.5 Physical restraint may be used by a teacher to protect himself or another teacher and/or student from possible injury, or in extraordinary cases of breach of discipline, to restrain a disruptive pupil, provided the restraint used is reasonable under the circumstances. Teachers shall immediately report cases of assault suffered by them in connection with their employment to their principal or other immediate supervisor. Such notification shall be immediately forwarded to the Superintendent or his/her designee, who shall comply with any reasonable request from the teacher for information in the possession of the Superintendent relating to the incident or the person involved and shall act in appropriate ways in liaison between the teacher, the police and the courts.

8.6 Except as otherwise provided in section 18.1, no teacher will be required to attend any meeting or accept any assignment other than during the regular teacher calendar work year.

8.7 All teachers may be assigned appropriate starting and dismissal times, provided that their total work day will be no longer than seven hours, forty-five minutes of consecutive time, including the duty-free lunch period guaranteed to them under section 8.1.

8.8 In regard to delayed opening and/or early dismissal days, the workday of teachers will begin fifteen (15) minutes before the scheduled student starting time on said day, and will end fifteen (15) minutes after the scheduled student dismissal time on said day.

8.9 a) Teachers may be required to remain after the end of the regular workday without additional compensation not more than five (5) days per month for meetings of not more than one (1) hour's duration after the end of the work day. All such meetings will begin no later than fifteen (15) minutes after students' dismissal time. Parent-teacher conferences will not be included within the limits of this article and will be scheduled after consultation with the faculty in each school. There are no durational limits to meetings called by the Board or designee during the course of the duty day. Notwithstanding the foregoing, at Burlington High School, faculty meetings shall, except in the case of an emergency or other necessary situation, be held not more than once every other week, shall commence within 15 minutes of the close of the student day, and have a duration of not more than one hour.

b) Professional Learning Communities (PLC) or substantially equivalent collaborations may be established by the principals of the district schools. Each building's teaching staff may appoint one (1) teacher liaison from the building teaching staff to assist in agenda setting for the PLC's, who shall serve without additional compensation. In the event of any disagreement between the parties as to agenda items, the agenda shall be determined by the superintendent of schools or designee, whose determination shall be final and not subject to the grievance and arbitration provisions of the Agreement. The protocols for elementary PLC meetings as set forth in Memorandum of Agreement and Side Letter, referenced below, shall represent the status quo until otherwise negotiated by the parties. At the middle school level, a weekly meeting shall be held to accommodate PLCs. Such meeting shall be for not more than 1.5 hours and shall be held within the teacher workday. At Burlington High School, the PLC meetings shall be held once per week for one hour in duration just prior to the commencement of the student day.

8.10 Attendance at all other assignments or meetings other than during the regular workday will be at the option of the individual teacher. Additionally, effective 2018-2019 school year, at the elementary school level, the following operational standards will be applicable.

- a) No staff meetings shall be held during the weeks that report cards are due and during the weeks that parent/teacher conferences are scheduled.
- b) There shall be a limit of two (2) school wide evening meetings per year plus one (1) open house. Excluded from this limitation shall be any evening meeting caused by an emergency condition and attendance by a teacher at events that are an integral part of a teacher's curriculum such as a band teacher attending a band concert

8.11 Whenever any teacher is required to appear before the Board, or any committee or member thereof, or before the Superintendent(s), for a second or additional times concerning any matter which could adversely affect the teacher in her/his office, position, or employment, the teacher shall be entitled to have a representative of the Association (B.E.A. President or Grievance Chairperson) present to advise her/him and represent her/him during such meeting or interview. Teachers shall be advised of the nature of such meeting at least twenty-four (24)

hours in advance, except for emergencies. When an emergency meeting is called, the teacher shall present herself/himself therefore as soon as possible, but shall be entitled to meet with her/his association representative for a maximum of thirty (30) minutes prior to such meeting. For purposes of this Section, an emergency meeting shall be regarded as a meeting which must be held upon less than twenty-four (24) hours' notice.

### **SECTION III**

#### **WAGES AND BENEFITS**

#### **ARTICLE IX**

#### **ONTOP**

9.1 Notwithstanding the other provisions of this Agreement, in recognition of ONTOP being an alternative secondary school with unique program needs, the following conditions of employment shall apply to teachers in such program:

a) With the exception of the duty-free lunch as specified in Section 8.1 hereof and the daily preparation time specified in Section 6.6 hereof, the assignment and the assignment location of an ONTOP teacher during the specified duty day or work year shall be at the discretion of the Board through assignment by its Administration.

b) ONTOP teachers may be required to attend two (2) staff meetings per week. All such meetings will begin no later than fifteen (15) minutes after student dismissal time and may last up to two (2) hours in length.

c) The Director of ONTOP may require the attendance of ONTOP teachers at parent conferences. The administration shall make reasonable efforts to schedule such conferences to commence no later than 4:00 p.m. On Fridays, such conferences shall commence no later than 1:00 p.m. or fifteen (15) minutes after student dismissal, whichever is later.

d) ONTOP teachers may be required to assist in the observation, recording and tabulating of student behavior on an ongoing basis when the students are at the school facility, excluding a duty free lunch period of not less than twenty-two (22) minutes per school day as well as a normal preparation period.

e) ONTOP teachers may be required to participate in occasional weekend or overnight activities with the students. Such teachers will not have primary responsibility for planning and/or supervising such activities unless such responsibilities are defined as part of the job when teachers are hired into or are transferred to the position. The activities will be limited to no more than three (3) weekends (six (6) nights) or the equivalent per school year. Teachers participating in these activities will be granted compensatory time as scheduled by the Director of ONTOP at a rate equivalent to two (2) half (1/2) days per weekend worked.



## ARTICLE X

### VACANCIES

10.1 The status of contract negotiations between the Board and Association, if any, notwithstanding, the Board will issue individual contracts for the next school year to continuing teachers, other than those in receipt of a reduction in force notice pursuant to subsection 11.1(c) or a notice of non-renewal pursuant to sections 5.7 or 10.1, no later than April 25. A teacher must return his/her signed contract to the Superintendent on or before May 3. Date of postmark shall constitute date of return of contract. The position of a teacher who does not return his/her contract by May 3 may, at the discretion of the board, be considered vacant. Any individual contract issued during, and prior to the conclusion of negotiations for a successor agreement to this contract, shall be made consistent with the terms and conditions of the successor agreement as finally negotiated between the parties.

10.2 An absence which the Superintendent has decided to fill, shall be filled by a substitute teacher.

For the first thirty (30) school days that a substitute fills a position, the substitute shall receive substitute pay only, which shall be at a rate established by the Superintendent. After thirty (30) school days of filling a position, a substitute shall be paid for subsequent school days worked filling such position at a rate established by the Superintendent which shall not be less than the per diem derived by dividing the number of school days of the school year into the BA step 1 salary. In no case shall a substitute have expectation of nor entitlement to continued employment.

10.3a) A temporary leave position of less than a full school year's duration shall be treated the same as any absence. However, when there is mutual agreement between the Superintendent and the Association to do so, a temporary leave position of less than a full school year's duration may be posted for filling by means of a temporary transfer by a continuing teacher. If such transfer is effected, the position from which a continuing teacher is temporarily transferred shall be considered a temporary leave position.

b) A temporary leave position of a full school year's duration shall first be filled by the employment of a licensed and qualified teacher on the recall list using an ARC, except as qualified by section 12.1(c). If there is no teacher on the recall list licensed and qualified for assignment to the temporary leave position, then the Superintendent may post the position for temporary transfer by a continuing teacher and/or post for filling of the temporary leave position by the employment of an individual from outside the teacher bargaining unit using a LTC.

c) If a temporary leave position is filled by a temporary transfer, then the position from which a continuing teacher is temporarily transferred shall be considered a temporary leave position.

d) The teacher on the leave of absence which creates the temporary leave position is guaranteed the right to return to the original position held before the leave commenced, unless the teacher or

position is affected by a reduction in force or the position is eliminated while the teacher is on the leave.

e) A teacher who is temporarily transferred to fill a temporary leave position, please see subsections 13.1(i) and (j).

f) If the temporary leave causing a temporary leave position extends beyond the school year, the filling of the position for the next school year shall be according to the appropriate subsection of this section 10.3.

10.4 a) A permanent vacancy shall be deemed to exist when a new position is created by the Board, as of the regular monthly board meeting subsequent to receipt by the Superintendent of notice of the death or resignation/retirement request of a teacher or as of the regular monthly board meeting at which a permanent vacancy is created by Board action effecting a permanent transfer. If a permanent transfer is effected at other than a regular monthly board meeting, the permanent vacancy created by the permanent transfer shall be deemed to exist as of the next subsequent regular monthly board meeting. No Board action shall be necessary to make a permanent vacancy exist in the event of a teacher's death, resignation or retirement.

b) The Board shall have the period from when a permanent vacancy comes into existence through the next regularly scheduled board meeting to decide whether to eliminate or fill the position. A permanent vacancy that the Board has not decided to eliminate during the specified period shall be filled pursuant to the provisions of this section. The Board may eliminate a permanent vacancy at any time through the regular monthly board meeting subsequent to that regular monthly meeting at which the permanent vacancy first came into existence.

c) A permanent vacancy of less than a full year's duration will first be filled by employing a licensed and qualified teacher on the recall list under a regular contract. If there is no teacher on the recall list licensed and qualified for such position, then the Board may:

(1) post for and employ an individual from outside the teacher bargaining unit under a LTC; and/or

(2) post for and employ an individual from outside the teacher bargaining unit under a regular contract; and/or

(3) upon mutual agreement with the Association, post the position for and temporarily transfer a continuing teacher; or

(4) post for and make a permanent transfer of a continuing teacher to the position.

The Board could simultaneously post under any or all of the above except no simultaneous posting under subsections (3) and (4) shall be permissible.

d) The Board shall fill a permanent vacancy of a full school year's duration by the employment of a licensed and qualified teacher on the recall list under a regular contract. In the absence of a

teacher on the recall list licensed and qualified for the position, such position shall be posted pursuant to section 12.1. Notwithstanding the above, certain permanent vacancies of a full school year's duration shall be included on the big posting (see section 12.1(c)). The Superintendent and the Association may also agree to attempt to fill a permanent vacancy of a full school year's duration by proceeding under the provisions of subsection 10.4(c)(4).

## ARTICLE XI

### RIFs

11.1 a) Should the Board determine that it is contemplating a reduction in the level of professional staffing (RIF) for the next school year, it will so inform the Association on March 15 and will provide the BEA the anticipated RIF information: positions to be reduced, the areas, the names if available and the rationale. At the second Board meeting in March, the BEA will present its challenges, if any, to the anticipated reductions. The Board will notify the BEA and the individual teachers affected of its decision on March 28 or within 2 days after the second Board meeting if it occurs on or after March 28. The Board agrees that reduction of the professional staff of the Burlington School District covered by this Agreement will not be made arbitrarily, capriciously, or without basis in fact, or without just cause. Notwithstanding the above, such notice to a Vocational Center teacher will be given no later than April 28.

b) No teacher will be laid off under the provisions of this article if the reduction in staff will be accomplished by staff turnover. If a permanent vacancy exists for which a teacher affected by reduction in staff is licensed and qualified, the teacher will be transferred to that position rather than being laid off. The Board shall meet its obligations under the foregoing sentence prior to employing a licensed and qualified teacher from the recall list.

c) Teachers shall be laid off in reverse order of seniority within the following groups. The least senior teacher in the teaching area affected by reduction in force shall be laid off first.

- Group I. Elementary Teachers (K-5) by building affected by the reduction in force.
- Group II. Specials including: Elementary Art; Elementary Guidance; Elementary and Middle School Physical Education; EEE, Librarians, Special Education, Music, and Nurses, by District.
- Group III. Middle School by designated subject area per building affected the reduction in force, based upon a teacher's primary assignment area. A teacher assigned to multiple subjects will be regarded as primarily assigned to the subject area in which the teacher has the most assignments (e.g. a teacher assigned to 3 units of math and 2 units of social studies will be designated a math teacher). A teacher who has equal assignments in two or more subject areas shall designate which of such areas the teacher desires to be regarded as primary. This designation will continue from year to year without change so long as equal assignment responsibility status remains. Designations will be made within the first two weeks of a school year and will be listed on the District's seniority list next issued.
- Group IV. High School Teachers by subject area.
- Group V. Technical Center Teachers by subject area.

## ARTICLE XII

### FILLING POSITIONS

12.1 a) Except as otherwise specified in this section, no bargaining unit position to which a continuing teacher may transfer shall be filled sooner than the completion of a ten (10) school day posting period in all schools. Such days shall be calendar days during the period from June 16 to September 1. All such notices shall be posted on the District web site.

b) A permanent vacancy for which a continuing teacher may apply for transfer which the Board at its regular August or September board meeting has decided to fill, may be filled upon the completion of a posting in compliance with subsection (a) above, with the exception that such posting need be for no more than five (5) calendar days.

c) The following positions shall be included on a big posting which must be posted no later than May 17 and remain posted through May 22:

1) Permanent vacancies of a full school year's duration which the Board at its regular May meeting has decided to fill;

2) Permanent vacancies of a full school year's duration which the Board at or before its regular April meeting has decided to fill and which cannot be filled by the employment of licensed and qualified teachers on the recall list;

3) Temporary leave positions created by leaves of a full school year's duration for the next school year which exist at the end of the May Board meeting and which the Superintendent has elected to consider filling by the temporary transfer of continuing teachers.

d) Once a position has been posted, there shall be no alteration of the listed minimum qualifications and responsibilities without a re-posting in accordance with the provisions of this section. If there is a re-posting of the same position, a bargaining unit member need not reapply.

12.2 a) In filling a bargaining unit position which has been posted, the Board shall give due weight to the professional background and attainments of all applicants, service to the Burlington School District, and other factors related to ability to perform in the position.

b) It is agreed that the Parties shall make a multi-faceted effort with regard to teaching positions and teachers that/who are difficult to recruit and retain. It is agreed that the Board may provide relocation assistance and contract signing bonuses, as well as, at its discretion, recognizing appropriate teaching experience in other countries for initial placement on the Burlington salary schedule. The Association, for its part, will waive its portion of first year dues for such teachers on request from the District.

**12.3 Final decision with respect to filling any bargaining unit position shall be made by the Board. Upon request made by the Association, it shall be given a list indicating which positions have been filed and by whom.**

## ARTICLE XIII

### TRANSFERS

13.1a) Transfers of teachers shall be considered either voluntary or involuntary. A voluntary transfer shall be one requested or agreed to by a teacher in writing. All other transfers shall be considered involuntary.

b) Requests for voluntary transfer shall be delivered in writing to the Superintendent's office. Requests for voluntary transfer to big posting positions must be in the Superintendent's office on or before May 24. No voluntary transfer requests shall be considered unless the applications meet the posting time limits.

c) Requests for voluntary transfer shall be given good faith consideration by the Board. A request for a voluntary transfer will not be denied arbitrarily, capriciously, or without rational basis in fact.

d) The Administration need not make a final decision on a transfer request prior to its consideration of other transfer requests, the recall of teachers who have been laid off and/or the applications of potential employees from outside the teacher bargaining unit.

e) A denied request for voluntary transfer will be reported in writing to the teacher requesting the transfer. The written notice shall include the reasons for the denial if specifically requested by the teacher. Denial of request for transfer to a big posting position shall be reported to the teacher no later than June 17.

f) A teacher request for voluntary transfer will not be granted if the granting of the request would result in a more senior teacher, who is licensed and qualified for the position, remaining on the recall list.

g) A part-time teacher is entitled to the same transfer rights as full-time teachers.

h) Movement within the elementary sets (K, 1, 2, 3), (3, 4), (4, 5, 6), within a teacher's school building or resulting from school consolidation and/or redistricting will not be considered a transfer provided the movement is limited to a one set change from the teacher's permanent set of origin. The permanent set of origin will be that set in which a teacher was assigned for the 1984-1985 school year. It is agreed that a teacher with a third grade assignment for 1984-85 will be presumed to have a permanent set of origin in the K-3 set. Likewise, a teacher with a fourth grade 1984-1985 assignment shall be considered to have a permanent set of origin in the 4-6 set. Teachers assigned a split 3-4 assignment for the 1984-1985 school year shall have their permanent set of origin established as their most recent non-split 3-4 assignment. New teachers within the system will have their initial grade assignment as their permanent set of origin except that new teachers initially assigned to a split assignment may be moved to either of the major sets which movement will then determine such teachers' permanent set of origin.

i) The teacher on the leave of absence is guaranteed the right to return to the original position held before the leave commenced, unless the teach

If the Administration has filled that position through the procedure of internal temporary transfer, the bargaining unit member temporarily transferred will be voluntarily transferred to the same position which that member held before the transfer occurred. If the teacher on a leave of absence does not return to the system, all teachers who have been internally temporarily transferred in connection with the filling of the temporary leave position shall transfer to the positions from which they were transferred. If one or more bargaining unit members need to be transferred to their original positions, the transfer procedure shall operate to its conclusion unless otherwise mutually agreed upon by the Board and the Association. Failure to so agree will be non-grievable.

j) A teacher temporarily transferred to fill a position, if subsequently applying for permanent transfer to the position held during the temporary transfer, shall not be deemed to be in the position filled by the temporary transfer at the time of such application. However, such teacher's work experience in the position filled by the temporary transfer shall be considered a valid part of the teacher's qualifications for the requested permanent transfer.

13.2 a) The Board may make involuntary transfers at any time. There are different standards which apply, however, depending on the time of making an involuntary transfer. In making an involuntary transfer, the Board shall not act arbitrarily, capriciously or without rational basis and fact. However, once a teacher has accepted a contract offered by the Board for a school year, such teacher may only be involuntarily transferred during such school year in a case of unusual circumstances affecting the overall best interest of the school system. The preceding sentence shall not apply to involuntary transfers offered in lieu of termination resulting from elimination of positions or reduction of staff.

b) When an involuntary transfer is necessary the following factors in numerical order shall determine which teacher is to be transferred:

- 1) Areas of licensure,
- 2) Areas of competence,
- 3) Length of service in the Burlington School System,
- 4) Experience by grade and subject,
- 5) Other relevant factors.

In comparing two or more teachers for involuntary transfer, the Administration shall not consider beyond a factor in order of priority which clearly favors one teacher.

c) Prior to effecting an involuntary transfer, the Board shall consider the applications of any teachers requesting a voluntary transfer into the position in question.

d) A teacher designated for involuntary transfer may request, and upon request shall be granted a meeting with the Superintendent or her/his designee to discuss the reasons for the involuntary transfer. Such teacher may, at the teacher's option, have a representative of the Association present at such meeting.



e) If the Administration wishes to cause two teachers to exchange positions, the exchange shall not be deemed to have created a vacancy. A teacher so exchanged who objects to such administrative action may grieve pursuant to the standards of subsection 13.2.

f) A grievance challenging an involuntary transfer made subsequent to RIFs and prior to the issuance of contracts shall be processed according to the expedited procedure of section 20.3.

## ARTICLE XIV

### BUMPING

14.1a) The Administration shall prepare a district-wide seniority list as soon as practicable, but no later than January 1 of each year and shall post the list in all schools, and a copy of the list shall be sent to the Association and to persons on leaves of absence. See, Section 11.1(c) of Article XI, RIFs, for special rules regarding designation of middle school teachers' seniority. Any teacher aggrieved by his/her placement on the seniority list must appeal in writing to the Association within ten (10) school days from the date the list is posted. The Association shall endeavor to resolve the grievance within five (5) school days from the appeal, but upon failure to do so may request arbitration within three (3) school days by letter to the Superintendent. Upon receipt of such request a panel composed of a representative of the Administration and a representative of the Association along with a third party chosen by them shall convene a hearing, consider all appeals and communicate its decision to the Board and Association on or before February 10.

b) For purpose of this Agreement, seniority will be computed from the date the clerk of the Board or his/her designee signed the contract which began that teacher's most recent period of continuous employment. If the clerk or his/her designee has signed the contracts of two or more affected teachers on the same date, seniority will be determined by the date the teacher signed the contract. Part-time teachers will accrue seniority on a pro rata basis for continuous time served. When seniority is equal, ability to perform the work in question as judged by the Superintendent will be the determining factor. Seniority will continue to accrue during all paid leaves of absence and during unpaid leaves of absence of ninety-one (91) school days or less. Seniority will not be broken by unpaid leaves of absence of greater than ninety-one (91) school days or employment by the Board in a position outside the bargaining unit, but such time will not be counted in computing seniority. Former bargaining unit members who have remained in the employ of the Board in another capacity may not exercise their seniority to bump back into the teacher bargaining unit but may return if there is a permanent vacancy which has not been filled by the recall provisions of this Agreement.

c) A teacher hired under a regular contract immediately subsequent to employment under a LTC shall be awarded seniority for the time spent teaching under the LTC.

14.2A teacher who is given written notice by the Superintendent that the teacher is to be laid off will have the right to displace a less senior teacher in a position for which the teacher is licensed and qualified. A teacher wishing to exercise a displacement right must specify in a written notice to the Administration the area(s) of licensure in which the teacher wishes to exercise his/her bumping rights. If a teacher has more seniority than teachers in more than one area of the bumping teacher's licensures, which the teacher has chosen to exercise, the Administration may determine in which area of licensure the teacher will be allowed to displace. The least senior teacher may not necessarily be affected if the Administration chooses not to allow the displacement to occur in the area of licensure in which the least senior teacher is employed. This

will in no way affect the initial procedures specified in Article XI. Written notice of intent to exercise this right, with proof of licensure must be given to the Superintendent, with a copy to the Association, within five (5) school days from notice of layoff. Upon being so notified, the Superintendent shall within ten (10) school days notify in writing the teacher requesting the displacement of his/her decision and give written notice of displacement to a teacher affected by the Superintendent's decision. Any teacher given notice of layoff by displacement shall have the same rights as a teacher who originally received a notice of layoff. The displacement process shall continue until all affected teachers' displacement rights have been met. The Superintendent will not allow a teacher to displace another teacher in an area in which the teacher did not request displacement. A teacher on the recall list who does not avail himself of his/her rights pursuant to this paragraph, shall not be entitled to collect unemployment compensation benefits if the exercise of displacement rights would have resulted in the teacher being offered a contract by the Board.

A teacher on the recall list for a full year shall, for the purpose of exercise of displacement rights only, be deemed to have received another notice of layoff on March 28 at the end of such full year. Such teacher who does not submit a new notice of intent to exercise displacement rights shall continue to enjoy the displacement rights per the notice submitted the preceding year, if any.

A teacher electing not to exercise displacement rights in any or all of his/her areas of licensure shall not be precluded from exercising his/her recall rights pursuant to this section in any or all of his/her areas of licensure.

## ARTICLE XV

### RIF RECALL

15.1 a) Recall shall be in the reverse order of layoff but with the requirement that the laid off teacher be licensed and qualified to teach the subject for which a vacancy exists. Except for those positions governed by section 12.1(c), posting requirements shall not apply for vacancies which are filled by recalling laid off teachers. Notice of recall will be given by telegram or certified mail to the last address given to the Board by the teacher. A copy of the notice of recall will be given to the Association. If a teacher fails to respond within ten (10) school days after mailing of the above notice of recall, or is unable, except because of illness, to accept the position the teacher will be deemed to have refused the position offered and his/her name will be placed at the bottom of the recall list. A teacher may refuse a position which is offered on the grounds that the teacher is not qualified. If the Superintendent agrees that the teacher is not qualified, the teacher will retain his/her position on the recall list. If the Superintendent disagrees, he/she will notify the teacher that the teacher has been placed at the bottom of the recall list, and, if such decision is not challenged within five (5) school days, it will be final.

b) A teacher on the recall list as a result of layoff from a full-time position may refuse an offered part-time assignment without losing his/her position on the recall list. If such teacher accepts the part-time assignment, the teacher is bound to meet the obligations of the assignment for the duration of the contract. Such teacher shall automatically return to the recall list as of the date for the issuance of reduction in force notices during the following March, for purposes of exercise of displacement rights and recall rights to a full-time position. A teacher on the recall list as a result of layoff from a part-time position who refuses an offered position equal to or greater than the position held prior to layoff shall be placed at the bottom of the recall list.

c) It shall be the teacher's responsibility to provide proof of current licensure status to the Superintendent. As soon as a teacher on the recall list provides proof of an additional endorsement to the Superintendent, recall rights in the area of endorsement shall be effective. A Superintendent's decision under this section 11.1 shall not be invalidated if based upon the evidence of licensure presented by a teacher as of the time of making such decision.

d) If a permanent vacancy exists for which no teacher on the recall list is licensed and qualified and it would be necessary for the Board to hire a new teacher to fill the position, a teacher on the recall list shall be assigned the position if, prior to July 1, the teacher in consultation with the Superintendent and the State Department of Education has finalized the plan of a program for the teacher to become licensed and qualified for the position as specified by the posting. This plan must result in the teacher's receipt of appropriate licensure and qualification prior to the commencement of teaching in the position in question. The plan must include two monitoring steps which will allow the Administration to determine whether the necessary licensure and/or qualification will be obtained by the required time. If such teacher fails to meet the performance indicators of the plan at either monitoring step, the teacher shall lose all rights to the position.

e) Teachers on the recall list who so request, will be given reasonable time off for the purpose of visiting local area schools at which vacant positions exist.

f) In the event that the laid off teacher is unable to obtain another teaching position, the School District shall enable the teacher to buy the current medical insurance coverage for one (1) year at the group rate which the school district pays, if this arrangement does not conflict with the insurance carrier's regulation.

g) A laid off teacher will enjoy recall rights for two (2) years except if the teacher has been employed as a teacher in a public institution, but will continue to accrue "seniority" for a maximum of one (1) year and should be credited with one (1) additional year of service for purposes of step salary increases if the teacher has been employed as a teacher and is reemployed by the Burlington School System within two (2) years.

A laid off teacher who works under an ARC or regular contract during the school year subsequent to receipt of his/her reduction in force notice, shall accrue seniority as per the contract under which the teacher is employed or per the position from which the teacher was reduced in force, whichever is greater.

During a teacher's second year on the recall list, a teacher shall accrue seniority for time worked under an ARC or a regular contract during such second year. Such teacher working under an ARC during the teacher's second year on the recall list shall remain on the recall list for a third year.

h) A teacher on an ARC may break such agreement to accept a regular contract but not to accept a longer duration ARC.

i) Teachers on layoff status shall be accorded preferred consideration for any normal employment as substitutes within the school district. Teachers on layoff status who desire employment as substitutes shall request such employment in writing.

j) A grievance alleging a violation of a teacher's rights pursuant to section 11.1, except subsection (a), shall be processed pursuant to the expedited procedure of section 20.3 of this Agreement. In cases involving a teacher's qualifications, the burden of proof rests with the party asserting that the teacher is not qualified.

15.2 The provisions of subsection 12.1(e) and section 12.2 shall not be subject to the grievance and arbitration procedures of this Agreement. Subsections 13.1(a), (b), (c), (e) and (h) shall be subject to the grievance procedure, but in order to prevail in a grievance, the Association shall bear the burden of proof to establish beyond all reasonable doubt that the sections have been violated by the Board. A failure by the Superintendent and Association to reach the mutual agreement described in subsections 10.3(a), 10.4(c)(3), and/or 10.4(d) shall not be subject to the grievance and arbitration procedures hereof.

## ARTICLE XVI

### DEFINITIONS

16.1 a) Abbreviated regular contract (ARC) - the contract issued to a teacher on the recall list which is subject to all provisions of this Agreement except the entitlement to continued employment beyond the term of the abbreviated regular contract.

b) Absence - a position from which a teacher is absent for an indefinite period of time. A list of absences is set forth on Appendix D.

c) Calendar day - any of the days of the week, Sunday through Saturday.

d) Continuing teacher - a teacher employed pursuant to a regular contract.

e) Involuntary transfer - any transfer of a teacher which is not voluntary.

f) Limited teacher contract (LTC) - the contract issued to an individual hired from outside the teacher bargaining unit which is subject to all the provisions of this Agreement except the entitlement to continued employment beyond the term of the limited service contract as well as any other property rights of this Agreement.

g) Module - See section 8.1, defined as 22 - 25 minutes.

h) Part-time teacher - a teacher working under a contract requiring less than full-time work. The benefit levels for part-time teachers are set forth on Appendix C.

i) Period - See section 6.8, defined as the equivalent of two (2) teaching modules.

j) Permanent transfer - the transfer of a teacher to a position which the teacher may expect to hold during continued employment within the teacher bargaining unit unless reduced in force or transferred.

k) Permanent vacancy - an unfilled position within the teacher bargaining unit to which there is no teacher entitled to nor expected to return. A permanent vacancy may be created by a death, resignation, retirement or permanent transfer of a teacher or the creation of a new position by the Board.

l) Regular contract - the contract issued to an individual which is subject to all provisions of this Agreement.

m) School day - one of the teacher employment days as established by a full year regular contract. School day shall mean weekday during the period from June 16 to September 1.

n) Seniority - the total length of service within the bargaining unit which began with the teacher's most recent period of continuous employment.

o) Substitute teacher - an individual temporarily hired to fill a bargaining unit position who is not a member of the bargaining unit and is not employed under a contract. Substitute teachers are "at will" employees. (Cross reference §§10.2 and 15.1(i).)

p) Teacher bargaining unit - All professional employees of the Board subject to representation under Chapter 57 of 16 V.S.A., as amended, but excluding administrators and all other employees.

q) Temporary leave position - a position within the teacher bargaining unit, unfilled for a known duration, to which a teacher on leave is entitled and expected to return. A list of temporary leaves is set forth on Appendix D.

r) Temporary transfer - the transfer of a teacher for a set period of time at the end of which the teacher shall be voluntarily transferred to the same position held prior to the temporary transfer.

s) Voluntary transfer - the transfer of a teacher which has either been requested or agreed to by the teacher in writing.

t) Weekday - Any of the days of the week, excluding weekends, i.e. Monday through Friday.

u) Workday - See section 8.7, no longer than seven (7) hours, forty-five (45) minutes of consecutive time.

## ARTICLE XVII

### WORK YEAR

17.1 (a) Except for teachers in their first year of service to the district, the calendar work year for teachers shall not exceed one hundred eighty-six (186) school days for the 2013-2014 school year. Teachers in their first year of service to the district shall work a calendar work year that shall not exceed one hundred eighty-seven (187) school days. No additional compensation shall be paid for such additional duty day. Such additional duty day shall occur before the first duty day for all other teachers on a date to be designated by the superintendent or designee. For non-first year teachers, the first duty day of each school year shall not be earlier than five (5) weekdays, excluding Labor Day, prior to the first day when pupils are in attendance. The calendar work year will include days when pupils are in attendance, conference days, and any other days on which teacher attendance is required. Teachers who accept assignments to work beyond the specified work year shall be compensated at the rate of \$285.00 per diem.

(b) Commencing with the 2014-2015 school year, the calendar work year for teachers shall not exceed one hundred eighty-seven (187) days. Teachers in their first year of service to the district shall work a calendar work year that shall not exceed one hundred eighty-eight (188) school days. No additional compensation shall be paid for such additional duty day. Such additional duty day shall occur before the first duty day for all other teachers on a date to be designated by the superintendent or designee. For non-first year teachers, the first duty day of each school year shall not be earlier than five (5) weekdays, excluding Labor Day, prior to the first day when pupils are in attendance. The calendar work year will include days when pupils are in attendance, conference days, and any other days on which teacher attendance is required.

17.2 The school calendar will be as set forth in Appendix F which is attached hereto and made a part hereof. The Board agrees to attempt to establish by mutual agreement a school calendar for each school year. Suggestions by the Association for the calendar shall be submitted to the Board not later than November 1. If the parties are not able to reach agreement, the calendar shall be established in accordance with the process established in 16 VSA §1071, and such action shall not be subject to the Grievance and Arbitration procedure of this Agreement.



## ARTICLE XVIII

### SALARY

18.1 Any teacher who is required to work beyond the regular work year set forth in section 17.1 above, will be compensated at the regular rate of pay (computed on the basis of the days of the work year, (see 17.1) for all additional time worked.

18.2 a) The basic salaries of teachers covered by this Agreement shall be determined by the Salary Schedule set forth in Appendices A-1 and A-2, which is attached to and incorporated in this Agreement. For 2017-18, the Salary Schedule shall reflect a two and one-half (2.5%) percent increase, with the allocation thereof to be as depicted in Appendix A-1. For 2018-2019, the Salary Schedule shall reflect a two and three-quarters (2.75%) percent increase, with the allocation thereof to be as depicted in Appendix A-2.

b) The Superintendent of Schools shall have the discretion to evaluate the education and experience of a newly hired teacher as reported in connection with the application for employment and place him/her on the correct column at an appropriate step. The Superintendent's decision in this regard shall not be grievable.

c) It is understood and agreed that despite the dual column headings on the appended Salary Schedules, no teacher who possesses a Master's Degree as of the commencement of any school year during the duration of this Agreement may deny, elect against, waive or choose not to consider such Master's Degree in order to be compensated on the basis of credits earned beyond the Bachelor's Degree.

d) CTE Teachers who receive and maintain a National Industry Certification shall be treated as having earned a Master's degree and placed appropriately on the salary schedule.

18.3 Excluding school year 2016-17 for which no step movement shall occur unless otherwise specifically referenced, at the beginning of each school year during the term of this Agreement or any extension hereof, all teachers employed by the Board during the previous school year will be placed on the next higher step in the appropriate schedule upon recommendation of the principal and Superintendent and concurrence by the Board. Increments are not automatic but will not be withheld arbitrarily or capriciously.

18.4 Initial Step placement shall be as set forth in Section 18.2 (b) hereof. The Superintendent may consider the number of full years of teaching experience in any school district in the State of Vermont or for teaching experience in a school district accredited by an appropriate accrediting authority of another state, this may include, in appropriate cases, recognized and accredited experience teaching on behalf of such federal agencies as the Peace Corp., the Department of Defense and the Department of State. Experience must be related to the position to receive credit or remuneration. Upon recommendation of the Superintendent of Schools, the Board may recognize and may give credit for special qualifications and experience in the fields other than education. Teachers appointed to positions in these areas may be given credit for one (1) year

teaching experience for each year of qualified relevant experience. Center for Technical Education Lateral Movement: There is hereby attached to and incorporated in this Agreement as Appendix L the CTE Committee recommendation re: lateral movement of CTE teachers on the salary scale.

18.5 Teachers who accumulate additional graduate level academic credits in their academic field or directly related and relevant to their teaching or teaching assignment(s) sufficient to change their place on the salary schedule prior to September 1, and who provided a written report of such credits to the Superintendent of Schools on or before September 30 of any year shall receive an appropriate salary increase effective at the start of the school year as set forth in the Appendices hereto. Teachers who desire to receive additional academic credits outside their academic field or not directly related and relevant to their teaching or teaching assignment(s), or for any undergraduate level course(s), must receive prior Board approval in writing. Teachers who accumulate and report credits after September 30 but prior to March 1 during the school year will be credited with the appropriate salary increase retroactive to February 1 or the end of the first college semester, whichever occurs first. Teachers are requested to make reasonable efforts to notify the Board of their intent to take courses for salary credit for the next fiscal year, between December 1 and December 15, in order to help facilitate the budget making process. If tuition reimbursement is desired, see Section 19.7.

18.6 The Salary Schedule in effect through August 31, 2017 shall be superseded by the Salary Schedule for 2017-2018 and for 2018-2019 as shown in Appendix A.

18.7 Compensation for teachers performing extra-curricular and co-curricular activities will be as set forth in Appendix B.

## ARTICLE XIX

### FINANCIAL PAYMENTS

19.1 No teacher will be required by the administration to take or attend any courses, workshops, seminars, conferences, in-service training sessions, or other such programs unless the Board has agreed in advance to pay the full cost of tuition and any other reasonable expenses incurred in connection with such courses or programs.

19.2 Teachers who are required by the Board or its designee to drive personal automobiles in the course of their work shall be reimbursed for the expenses of such travel during each school year at the rate per mile paid by the State of Vermont on September 1 of each year.

19.3 Any teacher contracted (employed) after September 1, shall receive the salary pro-rated at the days of the work year, (see 17.1) as applicable of the respective salary for said teacher for the number of designated days of employment between the first day of school and the following June 30.

19.4 Any provisions of this Agreement prevented from being put into effect because of applicable legislation, executive order, or regulations dealing with wage and price stabilization, then such provisions or any part thereof, including any retroactive requirement thereof, shall become effective at such time, in such amounts and for such periods, retroactively and prospectively, as will be permitted by law at any time during the life of this Agreement and any extension thereof.

19.5 Teachers who accumulate additional academic credits in their academic field or directly related and relevant to their teaching or teaching assignments for relicensure, shall report these credits to the Superintendent of Schools in writing but such credits shall not have to be approved in advance unless tuition reimbursement is desired (See 19.7). All other courses taken for relicensure including workshops and independent studies must have the Superintendent's prior written approval.

19.6 Teachers performing extra-curricular and co-curricular duties described in Appendix B shall be paid pursuant to that Appendix.

19.7 a) The Board's maximum annual exposure shall be \$200,000. Within such specified maximum, each teacher, on a first come first served basis and consistent with the tuition benefit policy set forth as Appendix M. hereof, is entitled to a tuition benefit for graduate courses in the amount not to exceed one hundred percent (100%) of the prevailing cost of three (3) in-state fall rates of the University of Vermont each year, (September 1 – August 31). Un-accessed funds shall not be made available from a subsequent year's fund. Teachers shall not be entitled to apply for tuition benefit if the amount of such benefit would not exceed thirty dollars (\$30.00). Teachers who enroll in workshops shall be eligible for tuition or registration payment not to exceed the amount paid heretofore described. Books, travel, service charges, athletic fees, library fees, registration fees and other charges shall not be eligible for the benefit. Any tuition benefit made available for any course in which a teacher fails to attain a grade of B or better shall be repaid to the district through payroll deduction over not more than four (4) successive pay periods but in no event later than the close of the district's fiscal year (June 30) without any further authorization being required. It shall be the obligation of the teacher to provide

documentation of leaving the course no later than five (5) school days after leaving the course or the results of the completed course not more than six (6) calendar weeks following the completion of the course.

Tuition reimbursement requests must be accompanied by the following documents:

- 1) Tuition Reimbursement form
- 2) Proof of Payment
- 3) Course Description and Tuition Invoice

b) Tuition reimbursement funds begin July 1 and end June 30 of each school year. Eligibility to request reimbursement for a course will expire effective June 1 of the fiscal year in which the course was completed. The District will make a best good faith effort to reimburse the teacher within five (5) weeks of receipt of the proper and complete documentation.

c) In order to be eligible for a benefit under this section, a teacher must notify the Superintendent or designee in writing prior to the commencement of the course, or workshop. The district must receive a completed tuition benefit form and any necessary additional information which informs the district as to the precise tuition obligation separate from any associated fees. The information provided is subject to verification by the district. A teacher on an unpaid leave of absence is entitled to benefits under this section only for courses ending subsequent to the July 1 of the summer prior to the teacher's return to teaching service.

19.8 a) Teachers will be paid bi-weekly, with the first payment occurring not later than August 31. A teacher who leaves District employment shall reimburse the District for any advance payment for time not yet worked. Provided, that the summer pay procedures currently in effect shall remain in effect throughout the duration of this Agreement.

b) All teachers commencing work with the District subsequent to July 1, 1984 as well as any teachers employed prior to such date who wish to do so, shall sign and deliver to the Superintendent prior to the first payday of the year, a form authorizing the direct deposit of all paychecks to a specified local bank of each individual teacher's choice. Such form shall hold the School District harmless from any damages resulting from actions or inactions of any party subsequent to the School District having completed its obligations effecting the direct deposit.

19.9 Any teacher who has had continuous employment (or employment interrupted only by authorized leaves of absence) in such capacity for the Burlington School Department and whose period of continuous employment commences during or before September, 1977, shall receive, or the estate shall receive, upon retirement or death, while in the employ of the Burlington School System, pay for one-third (1/3) of accumulated sick leave days up to a maximum or the days of the work year, (see 17.1) school days accumulation at the rate of compensation being received at the time. Said amount shall be considered part of the teacher's total compensation for the year and reported to the Teachers' Retirement System as such, provided such reporting would not be in violation of the applicable statutes and regulations for the teachers' retirement system. "Retirement" is understood to mean "withdrawal from active service with retirement allowance" as defined in 16 V.S.A. §1931, as amended, and as further defined in 16 V.S.A. §§1937, 1938, as amended. Provided, that should any teacher retire during the course of any school year, sick leave for such year shall be prorated to the date of such retirement. The retirement benefit under this section for part-time teachers shall be calculated according to the formula set forth on Appendix C. Senior teacher status may be available to qualified teachers. (See Appendix K)

19.10 A teacher who as of August 31, 2011 has completed five (5) years of service as a teacher in the district and is not entitled to a benefit pursuant to section 19.9, who resigns in good standing after having completed fifteen (15) years of service as a teacher with the Burlington School System without a break in employment or fourteen (14) of such years and one (1) year on a leave of absence, shall receive on July 1 subsequent to the resignation, payment for one fourth (1/4) of the teacher's accumulated sick leave on the completion of the teacher's service. For the purposes of this section, the maximum sick leave accumulation shall be the days of the work year, (see 17.1). In order to be eligible for this benefit, the teacher must have presented the notice of resignation in writing to the Superintendent no later than the date for the return of teacher contracts. The teacher must also have taught through the school year prior to the effective date of the resignation. Such effective date may not be during a school year. A part-time teacher shall be entitled to the benefits of this section and shall have benefits determined in the same manner as the benefit of part-time teachers is calculated for those part-time teachers receiving a benefit under section 19.9 hereof. Senior teacher status may be available to qualified teachers. (See Appendix K). Teachers with less than five (5) completed years of services as of August 31, 2011 and all teachers hired hereafter shall have no entitlement to payout of any portion of accumulated but unused sick leave benefits upon separation. However, any such teacher who separates from the district after a minimum of 15 credited years of service to the district as a teacher shall receive the sum of \$5,000, provided that such teacher also has not less than 348.75 hours of accumulated but unused sick days at the end of the school year in which separation shall occur. Such a teacher must inform the superintendent in writing not later December 31 of the school year at the end of which the separation shall occur. Failure to provide such notice or to have such minimum sick leave balance at the time of separation shall disqualify the teacher from receiving the \$5,000, unless such failure is waived at the discretion of the Board. The decision not to allow a waiver shall not be subject to the grievance and arbitration provisions hereof.

19.11 The Board agrees to indemnify and save teachers harmless from any financial loss or expense, including reasonable legal attorney fees and costs, arising out of any claim, demand, suit or judgment by reason of any act or failure to act by such teacher within or without the school building, provided such teacher, at the time of the act or omission complained of was neither grossly negligent or engaging in willful misconduct and was acting in the discharge of his/her duties within the scope of his/her employment or under the direction of the Board. Provided, the obligations of this Section shall be limited by and subject to the conditions set forth in the liability insurance coverage provided by the Board for this purpose. The limits of the Board's liability insurance coverage will not be reduced during the term of this Agreement. The Board will make every effort to obtain for teachers the full benefits of such insurance coverage.

19.12 Should a teacher be rendered physically unable as determined by the physician in writing to perform his/her professional duties as a result of an assault occurring within the scope of his/her employment as that term is defined in the workmen's compensation statutes, the provisions of Article 23 hereof shall be applicable, except that should the disability continue beyond one hundred fifty (150) days, a teacher, at his/her option, shall have the right to select in lieu of the benefits offered under section 23.2, receipt of seventy-five percent (75%) of the salary being earned at the time of the assault for an additional one hundred fifty (150) days and charging one quarter (1/4) day of his/her annual or accumulated sick leave for each day lost up to a maximum of three hundred (300) days.

The benefits specified under this section in the event of assault shall be available to a teacher who is assaulted notwithstanding a subsequent decision by the Board to terminate or not renew his/her teaching contract.

19.13 The Board shall reimburse teachers for the replacement of any clothing or other personal property damaged or destroyed as a result of assault or by an accident not caused or significantly contributed to by the negligence of the teacher while on duty in the school, on the school premises, or on a school sponsored activity. Provided any reimbursement claim shall be subject to a \$25 deductible amount and total reimbursement shall be limited to the actual cash value of the clothing or personal property or one hundred dollars (\$100.00) whichever is less. The Board will provide protective garments for instructors where it deems appropriate.

19.14 The Board shall reimburse teachers for the cost of medical dental, surgical or hospital services to the extent of its insurance coverage which are incurred as the result of any injury sustained in the course of their employment. The Board will not reduce the amount of such insurance coverage during the term of this Agreement, without agreement of the Association. It shall be the obligation of the teacher affected to report the injury to the administration immediately and in no event later than the time limit of the policy and to complete the appropriate claim forms as provided by the administration, in order to have the benefit of such coverage.

19.15 The Board shall give full support to the teachers including legal and other assistance for court action brought by parents or citizens against the teacher while acting in the proper discharge of his/her duties and shall give full support including legal and other assistance for any assault upon the teacher while acting in the proper discharge of his/her duties. Board support, including legal assistance (under this Article) shall mean to the extent and subject to the conditions set forth in the Liability Insurance coverage provided by the Board for this purpose. The Board will make every effort to obtain for employees the full benefits of this insurance coverage.

19.16 The Board agrees to continue its practice of paying the cost of physical examinations if required as a condition of continuing employment.

19.17 The Board agrees to provide a tabulation of each teacher's individual accumulated sick leave on his or her check at each pay period(s).

19.18 If it is required by the Superintendent or his/her designee for a teacher to work beyond the negotiated school year in order to close the facility for the summer, the teacher shall be paid for the time involved on a per diem basis.

19.19 When there are substantial changes in salary payments not attributable to government action (excluding the Board), the Board will clarify the changes by a cover letter indicating what the deductions are and how they are calculated.

19.20 (a) The Board agrees to pay an annual stipend of \$1,200 to each bargaining unit member that becomes National Board Certified or National Industry Certified. This will be retroactive to the member of the teaching staff already having achieved this.

(b) Industry certification eligibility criteria is as follows:

- National Industry Certification Program – within the teacher’s field.
- Testing required by the program may be oral and/or written and must be content based.
- Practicum/lab work must be required by the program.
- Minimum passing grade of 70% must be required by the program.
- Completion hours of at least two hundred (200) hours must be required by the program.
- Participation in the program must be voluntary and not required to be licensed to teach in the field.
- Attainment of certification may not be a requirement to be licensed to teach in the field.
- Program must be shown to elevate the quality of the Burlington School District program.
- Certification must have a time constraint during which all requirements must be met.

Program prior approval is required:

- The program must be pre-approved by the Burlington School District Administration.
- The teacher must require pre-approval from the Burlington School District Administration.
- The teacher must request prior approval to participate.
- Notice of prior approval will be sent to the BEA.
- Once approved, a program shall remain on an approval list, barring any significant decrease in certification criteria.

## **ARTICLE XX GRIEVANCE PROCEDURES**

20.1 a) A claim by the Association or a teacher that there has been a violation misinterpretation, or misapplication of the terms of this Agreement, including a claim that disciplinary action has been taken in violation of a specific provision of this Agreement without just cause, shall be a grievance.

b) An "aggrieved person" is the person or persons making the claim.

c) No grievance shall be valid unless it is submitted pursuant to section 20.5 hereof, within fifteen (15) school days after either the aggrieved person or the Association had knowledge of the events giving rise to the grievance, whichever is earlier. The district and the Association shall utilize a standard grievance form which sets forth the name of the grievant(s), the provisions alleged to have been violated and a basic statement of the facts relied upon. These requirements for specificity shall not be read as barring the subsequent amendment or clarification of a timely-filed grievance in order to comply with the requirements of this section. The standard grievance form shall be set forth as Appendix M to this Agreement.

d) Association Representation - Upon selection and certification by the Association, the Board shall recognize an Association grievance committee. At least one Association representative (there shall be one (1) designated spokesperson) shall be present for any meetings, hearings, appeals or other proceedings relating to the grievance which has been formally presented.

e) Nothing herein contained will be construed as limiting the right of any teacher having a grievance to discuss the matter informally with the supervisor and having the grievance adjusted without intervention of the Association provided the Association has been notified and the adjustment is not inconsistent with the terms of this Agreement.

20.2 The Association and Board may agree in writing to waivers of time and for recessing a informal or formal hearing.

20.3 The parties may request a Level 1 or Level 2 action at any time. Such a request shall require an action within five days of receipt of the request.

20.4 In addition to notice as described in 4.8, the parties agree to send copies directly to all principals or designees at their school or office.

20.5 The parties acknowledge that it is usually most desirable for an employee and the immediately involved supervisor to resolve problems through free and informal communications and both parties shall cooperate in order to resolve all grievances at the lowest possible Level. When requested by the teacher, the Association representative may intervene to assist in this resolution. However, should such informal processes fail to satisfy the teacher or the Association, then a grievance may be processed in as timely a manner as possible as follows:



a) Informal Review - The employee or the Association may present the issue to the immediate supervisor. If no satisfactory resolution of the issue is reached, the grievance may be filed at Level 1 within eight days of the Informal Review.

b) Level 1 - The employee or the Association may present the grievance in writing to the immediately involved supervisor who will establish a meeting within four (4) school days after receipt of the grievance. The Association's representative(s), the aggrieved teacher, and the immediately involved supervisor shall be present for the meeting. The immediately involved supervisor must provide the aggrieved teacher and the Association with a written answer on the grievance within two (2) school days after the meeting. Such answer shall include the reasons upon which the decision was based.

c) Level 2 - If the grievance is not resolved at Level 1, then the Association may refer the grievance to the Superintendent or an official designee within ten (10) school days after the Level 1 meeting receipt of the Level 1 response.

A good faith attempt will be made by the Superintendent or designee and the Association to communicate orally within five (5) school days of receipt of a Level 2 appeal in order to establish a hearing date within ten (10) school days of the communication. If there is a failure within the five (5) school day period to agree upon a time for the hearing, the Superintendent shall establish a time for the hearing to be held within ten (10) school days of receipt of the appeal.

Each party shall have the right to include in its representation such witnesses and counselors as it deems necessary to develop facts pertinent to the grievance.

Upon conclusion of the hearing, the Superintendent will have five (5) school days in which to provide a written decision to the Association.

20.6 Level 3 - Arbitration - If the Association is not satisfied with the disposition of the grievance at the Superintendent's level, or the Superintendent's time limits expire without the issuance of the Superintendent's written answer, then the Association may submit the grievance to final and binding arbitration under the voluntary Labor Arbitration Rules of the American Arbitration Association which shall act as the administrator of the proceedings. Such submission to final and binding arbitration shall be by written notice to the Superintendent no later than thirty (30) days from the Superintendent's written decision and/or forty (40) days from the Association's filing at the Superintendent's level if no written decision has been issued by the Superintendent, whichever is later.

The arbitrator shall decide questions of arbitrability as threshold issues. If a demand for arbitration is not filed within thirty (30) school days of the date for the Superintendent's decision or within thirty (30) school days of the last date for such a decision if the time limits expired without the issuance of the Superintendent's decision, then the grievance will be deemed withdrawn with prejudice.

20.7 The arbitrator shall have no power to alter the terms of this Agreement. However, it is agreed that the arbitrator is empowered to include in any award such financial reimbursements or other remedies as is judged to be proper.

20.8 Each party shall bear the full costs for its representation in the arbitration. The cost of the arbitrator and the AAA will be divided equally between the parties. Should either party request a transcript of the proceedings, then the party will bear the full costs for the transcript.

20.9 Where required by this Agreement, including issues relating to class size, involuntary transfer, and RIF recall, a grievance shall be processed according to the following schedule:

a) The grievance must be initially filed within five (5) school days at Level 2.

b) The Superintendent shall hear the grievance and issue his/her decision in writing within fifteen (15) school days of the date of filing.

c) If the Association is not satisfied with the disposition of the grievance at Level 2, within five (5) school days from the date of its receipt of the Level 2 response the Association may request arbitration in writing to the Superintendent. If a timely request for arbitration is submitted, the Superintendent and the Association shall agree upon the services of an arbitrator with or without American Arbitration Association assistance within five (5) school days.

d) For a grievance processed according to this section, the notification dates of section 15.1 as well as the certainty of job assignment for the ensuing year shall be held in abeyance for all teachers affected by such grievance until the grievance has been finally resolved.

e) Except as otherwise specifically provided in this expedited process, all other provisions of this Agreement relating to the filing and processing of grievances shall be applicable to grievances processed under this expedited procedure.

20.10 The Board acknowledges the right of the Association's grievance representative to participate in the processing of a grievance at any Level and no teacher shall be required to discuss any grievance if the Association's representative is not present.

20.11 Provided the Association and the Superintendent agree, Level 1 and/or Level 2 of the grievance procedure may be by-passed and the grievance brought directly to the next Level. Class grievances involving an administrator above the building Level may be filed by the Association at Level 2.

20.12 No reprisals of any kind will be taken by the Board or the School Administration against any teacher because of participation in this grievance procedure.

20.13 The parties to this contract will cooperate in the investigation of any grievance and either party will provide to the other such information reasonably available to it as is reasonably requested for the processing of any grievance. Should the presentation or hearing of a grievance at any Level require that any teacher and/or Association representative be released from a regular assignment in order to represent the grievant or be available as a probable witness, they shall be released without loss of pay or benefits.

20.14 All documents, communications, and records dealing with the processing of a grievance will be filed separately from the personnel files of the participants.

20.15 A grievance may be withdrawn or settled at any Level prior to an arbitration award without establishing precedent.

20.16 Provided the School Board and Administration adhere to all time limits set forth in this Article, failure by the Association to adhere to time limits established for initial filing, appeal at each Level, and submission to arbitration shall result in the grievance being declared null and void.

## ARTICLE XXI

### ASSOCIATION RIGHTS

21.1 The Board will permit the use of the School Department mail run by the Association for the distribution of BEA organizational materials (BEA-Line, Meeting Minutes, etc.). Such distribution shall be subject to reasonable regulation by the Board and shall not be disruptive or injurious to the Burlington Educational System, its students, faculty or administration nor in violation of any of the provisions of this Agreement.

The Association agrees that school staff and/or school time shall not be used in connection with this Section. The Association will have the right to use school buildings without cost at reasonable times for meetings. The principal of the building in question will be notified in advance of the time and place of all such meetings. The Association will have the right to use school facilities and equipment, including typewriters, computers, photocopiers, and other duplicating equipment, calculating machines, public address equipment, and audio-visual equipment at reasonable times. The Association agrees to keep the School District free from expense for expendable materials in the use of such items and to pay the District's established fees for use of copying machines in accordance with current practices.

21.2 See 23.5(b).

21.3 a) Current practice shall continue to be followed for the duration of this Agreement with regard to the authorization of payroll deductions of dues for the United Teaching Profession consisting of BEA, VEA and NEA.

b) The parties agree that Section 21.3 (c-f) of this Agreement, as written below, shall again take effect and have full force and effect as of the commencement of the school year following the Vermont Legislature authorization of the collection of an agency service fee. The parties amend Section 21.3 (c-f) to the extent necessary to achieve compliance with the statute. Should there be a successful challenge to the law, the language reverts to that of the 2002-2006 Master Agreement.

c) On or before September 15 of each year, the Board will provide the Association with a list of all members of the bargaining unit, i.e. those teachers employed under a regular contract, LTC or ARC. The names of new members of the bargaining unit commencing work during a school year will be provided to the Association within thirty (30) calendar days of the commencement of employment for the Board. Within five (5) school days of receipt of such information, the Association will indicate to the Board which of the bargaining unit members must have the fair share assessment deducted from their paychecks. Deductions shall commence within thirty (30) calendar days of the receipt of such information from the Association.

d) Prior to September 1 of each school year, the Association will notify the Board in writing of the amount of the membership dues for such school year.

e) For a new member of the bargaining unit who must pay the fair share assessment and who commences work after the beginning of a school year, the Association shall notify the Board of the amount of the normal fair share assessment which such new bargaining unit member will be required to pay. If the new bargaining unit member commences work after

February 1, the fair share assessment will not exceed eighty-five percent (85%) of the Association's dues assessment for the half year.

f) In the event that the Board, Burlington School District, Burlington School Department or its agents, officers or employees, or the City of Burlington is named a defendant in any lawsuit arising from the inclusion of the fair share assessment in this Agreement and such suit or suits result in any monetary judgment against any or all of such named potential defendants, the Association shall be responsible to pay such judgment or judgments within thirty (30) calendar days from the date that such judgment or judgments is/are final.

In order to be entitled to the benefits of this subsection, the Board must: (1) give the Association notice in writing within fourteen (14) days of service on any of the above-named potential defendants of a lawsuit arising from a challenge to the legality of the fair share provision of this Agreement; and (2) in defending such lawsuit, take no position on the legality or illegality of the fair share provision; and (3) meet the obligations imposed upon it pursuant to this section.

Notwithstanding the above, the Board's attorney shall not be required to violate any of the provisions of the Code of Professional Responsibility.

21.4 The Board shall provide a room to be used for Association office work.

## ARTICLE XXII

### INSURANCES

22.1 a) From July 1, 2017 to December 31, 2017, the Board will contribute for each teacher the same monthly dollar amount that the Board paid during the 2016-2017 contract year toward the cost of health insurance coverage for the same medical insurance plans that were provided to teachers during the 2016-2017 contract year.

The amount of monthly dollar contributions by the Board shall be determined by the teacher's selection of the appropriate coverage level: single, two-person or family coverage.

Such coverage shall be subject to the waiting periods, application procedures, transfer and reapplication requirement of the insurance providers: VEHI and Blue Cross Blue Shield of Vermont.

In no event will the Board be obligated to directly provide or pay for such medical coverage, but instead shall be responsible for making such insurance coverage available.

From January 1, 2018 to August 31, 2018, the Board shall contribute eighty-one (81%) percent and teachers shall contribute nineteen (19%) percent of the premium cost of the Gold CDHP Health Insurance Plan made available by the Vermont Education Health Initiative (VEHI) regardless of the Plan selected by the teacher from among the four (4) (Platinum, Gold, Gold CDHP and Silver CDHP) Plans offered by VEHI. Commencing September 1, 2018, the Board shall contribute eighty (80%) percent and teachers shall contribute twenty (20%) percent of the premium cost of the Gold CDHP health insurance plan made available by VEHI regardless of the Plan selected by the teacher from among the four available Plans.

The amount of monthly dollar contributions by the Board shall be determined by the teacher's selection of the appropriate coverage level: single, adult and child(ren), two-person or family coverage.

Such coverage shall be subject to the waiting periods, application procedures, transfer and reapplication requirement of the insurance providers: VEHI and Blue Cross Blue Shield of Vermont.

In no event will the Board be obligated to directly provide or pay for such medical coverage, but instead shall be responsible for making such insurance coverage available.

With regard to out of pocket (OOP) expenses, the Board shall establish and be responsible for the administrative costs of a Health Reimbursement Arrangement (HRA), and shall be responsible for the administrative decisions of such HRA. A covered teacher shall be obligated to pay the first Four Hundred (\$400) Dollars for a single person Plan and the first Eight Hundred (\$800) Dollars for all other Plans, with the Board responsible for the remainder of OOP costs to the maximum authorized by the Gold CDHP Plan.

This Agreement shall be reopened for additional negotiations on the request of either party during its term if, as a result of changes to either federal or state law, the Board determines that it is not able to continue to offer the health care plan now being offered to covered

employees, or to offer such health care plan without significant changes in cost or plan design components.

c) From July 1, 2017 to December 31, 2017, for teachers who select JY Plan B, the Board will contribute towards the JY Plan B premium what it would have paid in that year for the premium of the respective VEHI coverage and the teacher shall pay the entire balance of the premium cost.

d) Regardless of the plan selected, the District will deduct teachers' premium contributions from their pay checks on a bi-weekly basis.

e) It is agreed that the Board may not change insurers without the prior approval of the Association.

f) Upon separate and distinct approval of the Plan documents by the Board and the BEA, the Board agrees to establish and maintain at its expense a 125K Plan for insurance offerings to protect the tax exempt status of health care insurance benefits. Any payback for waived health insurance coverage per Article XXII, Sec. 22.5 remains taxable.

g) Upon separate and distinct approval of the Plan documents by the Board and the BEA, the Board agrees to establish a 125 Plan, as provided for by the IRS, that allows teachers' insurance premium payments to be made from pre-tax income.

22.2 The Board will provide at its expense, group life insurance protection for each teacher in the face amount of \$50,000 to be paid to the teacher's estate or designated beneficiary. In the event of accidental death, the insurance will pay double the specified amount. A teacher may purchase at his/her own expense, additional coverage of up to \$37,500 for total coverage of \$87,500.

22.3 a) The Board agrees to continue in effect the group dental insurance plan in effect during the 1986-87 school year. The Board agrees to pay the full cost for an individual plan and for those teachers on the two-person or family plan, seventy percent (70%) of the difference in cost between the cost for an individual plan and the cost of the plan selected by the teacher. The Board may at its option purchase a different group dental insurance plan which offers equivalent benefits.

b) The Board shall make appropriate deductions from the salary of teachers depending on the plans elected by teachers pursuant to subsection (a) above.

22.4 Should any federal or state legislation become effective during the term of this agreement providing benefits which parallel any of those referred to above and imposing the cost thereof on the Board, the disposition hereunder shall be subject to negotiation.

22.5 A teacher, other than a teacher whose spouse is entitled to coverage under the Board's health insurance plan by virtue of such spouse's employment by the Board, shall on or before July 1 of each year be paid twenty-five percent (25%) of the amounts not paid by the Board for health insurance for which such teacher was eligible under rules of the carrier and pursuant to this Agreement, due to the waiver of such coverage by the teacher. The payment shall be for Board savings during the year prior to the payment.

22.6 A teacher retiring, as defined by applicable state education statutes, after fifteen (15) years of continuous service in the Burlington School District and either the attainment of age fifty-five (55) or thirty (30) years of public school teaching experience shall be entitled to single or two-person coverage as applicable, under the BC/BS or alternative health insurance plan provided by the State Teacher Retirement System or the health insurance coverage provided by the Board to the teaching staff, whichever is less expensive, with the Board paying fifty percent (50%) of the cost of such coverage until such teacher has attained the age of sixty-two (62). To be eligible for this benefit, the teacher must have worked through the end of the school year prior to retirement and have notified the administration of the intention to retire no later than the date for return of teacher contracts. The Board at its sole discretion may permit a teacher who has met the age and length of service requirements to receive the benefits of this section without compliance with the requirements of the immediately preceding sentence. A Board decision on this issue shall be non-grievable.



## ARTICLE XXIII

### LEAVES OF ABSENCE

23.1 Teachers shall be entitled to the following non-accumulative leaves of absence with full pay:

(a) The Board will grant personal leave to full-time teachers of up to thirty-one (31) school hours in any one year. Except for days which would extend a school break, all days will be at the discretion of the teacher and reasons therefore need not be given to the Administration. Provided personal leave shall not be utilized for vacation purposes and a teacher requesting personal leave that would extend a school break shall be obligated to explain to the superintendent or designee why it is that such request would not result in the use of the proposed personal day for vacation purposes. Additionally, specific approval from the Superintendent shall be required for the use of any personal day after Memorial Day during any school year. In reviewing any such request, the Superintendent may exercise his/her discretion, but shall not act in an arbitrary or capricious manner, and may take into account the total number of covered employees that would be absent on a given day in exercising such discretion. To be eligible for personal leave under this section, written notice shall be given to the Administration at least twenty-four (24) hours prior to any such personal leave except in cases of emergency. The personal leave time for teachers with contracts that are less than full-time (less than 1.0) will be pro-rated equivalent to the teacher's FTE.

(b) Up to twenty-three and a quarter (23.25) school hours will be granted by the Board to a teacher for attendance at the funeral of a member of the immediate family. Up to 15 and one half (15.5) additional school hours may be granted by the Administration to allow for travel. Immediate family is defined as follows: spouse, civil unions, children, parents, son-in-law, daughter-in-law, mother-in-law, father-in-law, grandchildren, grandparents, brothers, sisters, aunts and uncles. For the purposes of this Article, a teacher's partner in a domestic or civil union will be considered in the same way as a spouse.

(c) Leave time afforded by this section may be used in blocks of not less than one-half (1/2) hours beginning and ending at the nearest quarter hour.

23.2 (a) Each full-time teacher will begin the contract year with a credit of one hundred fifty-five (155) school hours sick leave pay at his/her applicable salary rate for time lost due to sickness or accident other than in connection with his/her employment. Up to seventy-seven and one half (77.5) hours of a full-time teacher's authorized sick leave and/or thirty-one (31) personal hours authorized under Section 23.1 above shall be granted if requested for use in connection with the adoption of a child. The Board agrees to permit the accumulation of unused sick leave up to a maximum, including the amount for the current year, of one hundred and ninety (190) school days. The immediate supervisor and/or the Superintendent may request medical evidence when such absence under this section exceeds five (5) consecutive school days. Up to seventy-seven and one half (77.5) hours per year of such full-time teacher's sick leave credit will be granted to a teacher for serious illness of a member of a teacher's family living in or outside

the teacher's household, including spouse, domestic partner or civil union partner, children, legal wards, and parents. Illness of a teacher's family member living outside the teacher's household must be validated by a doctor's certificate in order to receive the benefits of this clause. The sick leave time for teachers with contracts that are less than full-time (less than 1.0) will be pro-rated equivalent to the teacher's FTE. Except in case of emergency, leave time afforded by this section may be used in blocks of not less than one-half (1/2) day. Half-time blocks shall be divided into morning or afternoon. Morning shall be considered to be 7:45 a.m. to 11:30 a.m. and afternoon shall be considered to be 11:30 a.m. to 3:00 p.m.

(b) A teacher shall be entitled to apply his/her available sick leave to a temporary medical disability resulting from or contributed to by pregnancy or childbirth, or a miscarriage or recovery therefrom. This right shall not apply during the leave period if a teacher elects to take a parental leave under the provision of this article. Sick leave used shall be subtracted from the teacher's available sick leave. The use of sick leave by the teacher shall relate solely and exclusively to the condition of the teacher, and except as provided in 23.2(a) shall not arise as a result of any temporary disability of the child.

(c) Sick Leave Bank – A teacher may contribute one of his/her unused personal days for 1999-2000 to the sick leave bank created in the 1999-2000 school year. An additional contribution of one unused personal day per year per teacher may be made thereafter until the bank has reached a maximum three thousand eight hundred seventy-five (3875) available hours. As the hours are used, they may be replenished up to the three thousand eight hundred seventy-five (3875) hour maximum. The sick leave bank shall only be available for extraordinary circumstances as determined by the Sick Bank Committee. The Sick Bank Committee will be comprised of four (4) members, two (2) to be designated by the Association and two (2) to be designated by the Board.

A teacher who wishes to utilize the Sick Bank must make a written request to the Superintendent which demonstrates that such teacher has contributed unused personal days to the Sick Bank, has exhausted all available leave or disability benefits provided for by this Agreement, and explains why he/she believes the request meets the "extraordinary circumstances" standard. A teacher who is receiving statutory disability benefits may supplement such benefits by the use of the Sick Bank. However, the Sick Bank may not be accessed for less than a one-half day increment, and the necessary adjustments will be made so as to ensure that no teacher receives more than his or her normal net pay as a result of disability benefits and Sick Bank utilization.

The Sick Bank Committee will meet to consider all requests. Requests will only be granted if the above preconditions are met and the Committee unanimously votes to grant the request. No request may be granted for more than one hundred sixty (160) school days without the further approval of the Committee. Notwithstanding the foregoing, a teacher cannot use the Sick Bank in combination with other leaves so as to be absent for more than a total of two (2) school years. Notwithstanding anything to the contrary herein, any leave taken through use of the Sick Bank which also qualifies as FMLA leave will be counted towards the annual FMLA leave allocation.

The Sick Bank Committee's decision is final and cannot be grieved. Each decision by the Committee will stand alone and will not be considered precedent for future decisions.

23.3 The Board will comply with its statutory responsibilities with regard to an employee who is absent due to a work connected illness or accident (workers' compensation).<sup>2</sup>

23.4 Each school day of paid sick leave used by a teacher under the provision of this Article shall be credited as a full teaching day for all other computations and benefits under this Agreement.

23.5 (a) The Superintendent's Office may grant released time to members of the professional staff without loss of pay for the following:

1. Attendance at educational meetings when the teacher is an officer or committee member of a state, regional or national organization.

2. Attendance at meetings of a state, regional, or national organization.

3. Attendance at meetings, conferences, or for classroom visitation in the individual's teaching field.

(b) The Board agrees that appropriate requests for not more than seventy-seven and one half (77.5) school hours release time for Association business, per year will be granted by the Superintendent after consultation with the Association president. One half of the cost of substitutes will be borne by the Association. A letter verifying the association days taken will be sent to the Superintendent by the Association president within five (5) school days of the consultation.

23.6 A parental leave of absence will be granted to a teacher for the purpose of childbearing or for child-adopting and/or child rearing of an infant child (less than one year of age) pursuant to the following provisions:

(a) All such leave requests must be in writing and made at least sixty (60) weekdays prior to scheduled leave commencement, except in cases of emergency or in the case of an adoption where such sixty (60) weekday notice may not reasonably be given, in which case as much notice as is reasonably possible shall be given to the Board. The written request or notice shall specify the leave period including the anticipated dates of the maternity leave to be taken prior to the parental leave, if any.

(b) Except as specified in section 23.10:

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<sup>2</sup> 21 V.S.A. §643 – (in pertinent part) “Where the injury causes total disability for work, the employer during such disability, but not including the first three days thereof, the day of the accident to be counted as the first day thereof, unless the employee received full wages for that day, the employer shall pay the injured employee a weekly compensation equal to two-thirds of the employee’s average weekly wages, but not more than the maximum nor less than the minimum weekly compensation, provided that the weekly compensation shall not be greater than the injured employee’s weekly net income.”

(1) A parental leave of less than ninety (90) school days duration shall terminate as of the end of either of the two quarters, including the quarter in which the leave commences, subsequent to the commencement of the leave.

(2) A parental leave of more than ninety (90) school days duration shall terminate as of the end of either of the three semesters, including the semester in which the leave commences, subsequent to the commencement of the leave. Notwithstanding the above, a parental leave commencing during summer vacation may not extend beyond the end of the next school year.

(c) A request for leave shall be accompanied by a physician's statement certifying pregnancy, a copy of the birth certificate of the child born or a letter from the applicable court or agency indicating the pendency of an adoption.

(d) At no one time shall parental leave in connection with a birth or an adoption be granted to more than one (1) teacher per family.

(e) Where adoption of a child older than one (1) year is conditioned by the applicable court or agency upon the teacher's taking a leave, parental leave for the required duration, up to one (1) year, will be granted pursuant to this section.

(f) All such leaves shall be without pay and benefits with the following exclusions: maternity leave and areas where re-employment rights are applicable. Provided, a teacher who elects to take parental leave for up to one half year shall be eligible, at his/her expense, for insurance benefits during that time. The teacher shall reimburse the board at the group rate costs of those benefits.

(g) A teacher who is pregnant may continue on active employment as late into her pregnancy as she desires provided she is able to properly perform her required functions and this fact is verified by a written statement from the teacher's physician.

(h) A teacher granted a parental leave who, for good cause, determines prior to the commencement of the leave period not to take such leave, may request a meeting with the Superintendent who will try to accommodate the teacher's desires not to take the parental leave.

23.7 Leaves of absence may be granted by the Board upon written request and upon the recommendation of the Superintendent for professional improvements, exchanged teaching, Peace Corps, teacher corps, and the best interests of the School Department. Reasons for denial will be given in writing to the applicant if so requested.

23.8 Military leave of absence shall be granted by the Board in accordance with existing state and/or federal statutes.

23.9 Any teacher granted a leave of absence pursuant to sections 23.6, 23.7, 23.8, 23.11, 23.14 and 23.15 shall have the following reemployment rights:

(a) Upon return to the Burlington School System, said teacher shall immediately be assigned the same position held at the time the leave commenced, unless the teacher or position is affected by a reduction in force while the teacher is on the leave or the position is eliminated.

(b) Upon return to the Burlington School System, the teacher's salary, seniority, and other benefits shall be the same as they would have been had the period of leave been spent in the Burlington School System provided that the teacher shall not be entitled to credit on the salary schedule for any year during which he or she missed more than ninety (90) teaching days between the beginning of the school year and June 30.

23.10 For extended sick leave or extended leave for family responsibility authorized by the Board, the per diem deduction will be based on the days of the work year, (see 17.1) of the teacher's annual salary. For early departure for summer programs specifically approved by the Board, the per diem deduction will be equal to the substitute teacher's pay.

23.11 Leaves for any reason not addressed in this Agreement shall be granted and paid or not paid at the discretion of the Board.

23.12 For an unauthorized leave of absence, the per diem deduction will be based on the days of the work year, (see 17.1) as applicable of the teacher's annual salary. This section will not operate to deny the Board any other rights to deal appropriately with unauthorized leave.

23.13 Except for exchange teaching, Peace Corps and teacher corps, when the experience is actual teaching as defined in section 18.4 and for sabbatical leave, a teacher on a leave of absence will not receive step movement on the salary schedule upon returning to the system.

23.14 All teachers shall automatically become eligible for and be guaranteed an unpaid one school year leave of absence after ten (10) years of service in the Burlington School District. A maximum of five (5) teachers each year shall be granted such leave, if so requested. Requests for such leave must be received by the Superintendent in writing no later than March 1, of the school year prior to the commencement of the leave. If more than five (5) eligible teachers apply for such leave, the granting of leaves will be determined by the teachers' seniority in the school system.

The leave shall be limited to one school year unless a teacher on such leave makes timely application for a one year extension thereof and presents proof that the teacher is holding an elective office which requires that the teacher serve a term preventing his/her return to the school system for the following year, or that the teacher will be running for re-election and if re-elected will not be available to teach during the next school year. In no case will a teacher be allowed to extend a leave pursuant to this section for more than two (2) school years. The Board shall notify teachers of the approval of their leave requests by March 15.

In order to be eligible for a leave under this section, a teacher must have taught for the full school year immediately prior to the commencement of such leave. A teacher who has taken a leave under this section shall not be eligible to take another such leave until the teacher has taught within the system for a subsequent five (5) years.

23.15 A teacher who, despite having made good faith efforts to be relieved from the same, is required to perform federal jury service, shall be paid for any necessary period of absence caused by such jury service. Such teacher shall sign over to the District any amounts received from the federal government as compensation for such jury service.

23.16 Leaves provided by this Agreement will be in accordance with Vermont laws and as the laws may be incorporated into Board Policies. In the event of any conflict between Vermont law and a Board policy relating to such law, the provisions of Vermont law will be controlling.

**ARTICLE XXIV  
MISCELLANEOUS**

24.1 This Agreement represents the final resolution of all matters in dispute between the parties, and shall not be changed or altered unless the change or alteration has been agreed to and evidenced in writing by the parties hereto.

24.2 Commencing with the execution of this Agreement the parties shall form a subcommittee to review all collective bargaining agreement language with the goal of making such language more understandable, more user friendly, and more easily accessible without altering the substantive provisions/intent of the Agreement. To this end the parties shall each appoint not few than two (2) and not more three (3) representatives each. The subcommittee, once formed shall have an initial meeting and set a schedule for subsequent meetings/work assignments. Upon conclusion of its work, the subcommittee shall report its recommendations to the negotiating committees of the Board and the Association. The Board and the Association may then decide to incorporate some or all of the recommendations into a modified Agreement, or to utilize the recommendation to inform the next round of bargaining between the parties. This subcommittee shall commence its work with a reexamination of Articles X through XV inclusive as agreed by the parties in connection with the collective bargaining for this Agreement.

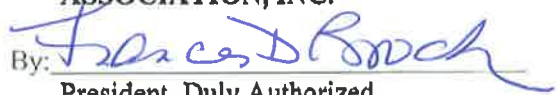
24.3 In order to improve the labor-management relationship at the Burlington School District the parties agree to mutually investigate and participate in joint collaboration and trust building efforts such as the Federal Mediation and Conciliation Service's "Relationship By Objective" or similar mutually agreeable program.

IN WITNESS WHEREOF the parties hereto have executed this Agreement on this 10  
of January, 2018

**BURLINGTON BOARD OF  
SCHOOL COMMISSIONERS**

By:   
School Board Chair, Duly Authorized

**BURLINGTON EDUCATION  
ASSOCIATION, INC.**

By:   
President, Duly Authorized



## APPENDIX A-1

The Salary Schedule for 2017-2018 contract year shall be as follows:

BEA FY18 Proposal															
BA		BA + 15		BA + 36		MA		BA + 51		MA + 15		BA + 66		MA + 30	
Step	Salary	Step	Salary	Step	Salary	Step	Salary	Step	Salary	Step	Salary	Step	Salary	Step	Salary
1	43,765	1	46,626	1	50,879	1	50,879	1	53,452	1	53,452	1	56,795	1	56,795
2	45,438	2	48,440	2	52,824	2	52,824	2	55,401	2	55,401	2	58,753	2	58,753
3	47,111	3	50,254	3	54,769	3	54,769	3	57,350	3	57,350	3	60,711	3	60,711
4	48,784	4	52,068	4	56,714	4	56,714	4	59,299	4	59,299	4	62,669	4	62,669
5	50,457	5	53,882	5	58,659	5	58,659	5	61,248	5	61,248	5	64,627	5	64,627
6	52,130	6	55,696	6	60,604	6	60,604	6	63,197	6	63,197	6	66,585	6	66,585
7	53,803	7	57,510	7	62,549	7	62,549	7	65,146	7	65,146	7	68,543	7	68,543
8	55,476	8	59,324	8	64,494	8	64,494	8	67,095	8	67,095	8	70,501	8	70,501
9		9	61,138	9	66,439	9	66,439	9	69,044	9	69,044	9	72,459	9	72,459
10		10	62,952	10	68,384	10	68,384	10	70,993	10	70,993	10	74,417	10	74,417
11		11		11	70,329	11	70,329	11	72,942	11	72,942	11	76,375	11	76,375
12		12		12		12	72,274	12	74,891	12	74,891	12	78,333	12	78,333
13		13		13		13	74,219	13	76,840	13	76,840	13	80,291	13	80,291
14		14		14		14		14		14	78,789	14	82,249	14	82,249
15		15		15		15		15		15	80,738	15		15	84,207
16		16		16		16		16		16		16		16	86,165

**APPENDIX A-2**

The Salary Schedule for 2018-2019 contract year shall be as follows:

<b>BEA FY19 Proposal</b>															
<b>BA</b>		<b>BA + 15</b>		<b>BA + 36</b>		<b>MA</b>		<b>BA + 51</b>		<b>MA + 15</b>		<b>BA + 66</b>		<b>MA + 30</b>	
<b>Step</b>	<b>Salary</b>	<b>Step</b>	<b>Salary</b>	<b>Step</b>	<b>Salary</b>	<b>Step</b>	<b>Salary</b>	<b>Step</b>	<b>Salary</b>	<b>Step</b>	<b>Salary</b>	<b>Step</b>	<b>Salary</b>	<b>Step</b>	<b>Salary</b>
1	43,915	1	46,926	1	51,879	1	51,879	1	54,452	1	54,452	1	58,570	1	58,570
2	45,588	2	48,740	2	53,824	2	53,824	2	56,401	2	56,401	2	60,528	2	60,528
3	47,261	3	50,554	3	55,769	3	55,769	3	58,350	3	58,350	3	62,486	3	62,486
4	48,934	4	52,368	4	57,714	4	57,714	4	60,299	4	60,299	4	64,444	4	64,444
5	50,607	5	54,182	5	59,659	5	59,659	5	62,248	5	62,248	5	66,402	5	66,402
6	52,280	6	55,996	6	61,604	6	61,604	6	64,197	6	64,197	6	68,360	6	68,360
7	53,953	7	57,810	7	63,549	7	63,549	7	66,146	7	66,146	7	70,318	7	70,318
8	55,626	8	59,624	8	65,494	8	65,494	8	68,095	8	68,095	8	72,276	8	72,276
9		9	61,438	9	67,439	9	67,439	9	70,044	9	70,044	9	74,234	9	74,234
10		10	63,252	10	69,384	10	69,384	10	71,993	10	71,993	10	76,192	10	76,192
11		11		11	71,329	11	71,329	11	73,942	11	73,942	11	78,150	11	78,150
12		12		12		12	73,274	12	75,891	12	75,891	12	80,108	12	80,108
13		13		13		13	75,219	13	77,840	13	77,840	13	82,066	13	82,066
14		14		14		14		14		14	79,789	14	84,024	14	84,024
15		15		15		15		15		15	81,738	15		15	85,982
16		16		16		16		16		16		16		16	87,940

**APPENDIX B  
EXTRACURRICULAR  
SALARY SCHEDULE**

Unless otherwise noted, each activity will fall within one of the following categories, dependent upon the requirements of that particular activity. All listings are for head coaches or advisors. J.V. Coaches will be paid at a rate of seventy-five (75) percent of that of the head coach or advisor. 9th Grade/Assistant coaches shall be paid at a rate of fifty (50) per cent of that of the head coach or advisor. If a particular sport/activity does not have a 9th Grade program, an additional Assistant may be assigned to a program where justified by the number of students enrolled in the sole discretion of the Director of Student Activities. A Middle School listing represents positions both schools unless otherwise indicated Middle School Athletic Directors shall annually receive a contract for each of the two (2) semesters, each will reflect the full pay rate as determined by the Categories and salary scale below.

**CATEGORY I**

Athletic Director, MS  
Basketball, HS (Boys)  
Basketball, HS (Girls)  
Drama, Musical, HS  
Football, HS  
Ice Hockey, HS (Boys)  
Ice Hockey, HS (Girls)  
Student Council, HS  
Outdoor Track, HS (Girls/Boys)  
Yearbook, HS

**CATEGORY II**

Baseball, HS,  
Cross Country, HS (Girls)  
Cross Country, HS (Boys)  
Drama, One Acts, HS  
Drama, Three Acts, HS  
Field Hockey, HS (Girls),  
Fitness Center, HS  
Golf, HS (Boys)  
Golf, HS (Girls)  
International Club, HS  
Indoor Track, HS (Girls/Boys)  
Lacrosse, HS (Boys)  
Lacrosse, HS (Girls)  
Literary Magazine/Detour, HS  
Music, EC Director, HS Newspaper/Register  
Alpine Ski, HS (Boys)  
Alpine Ski, HS (Girls)  
Nordic Ski, HS (Girls/Boys)  
Soccer, HS (Boys)  
Soccer, HS (Girls)  
Softball, HS (Girls),  
Scholar's Bowl  
Tennis, HS (Girls)  
Tennis, HS (Boys)  
Volleyball, HS (Boys)  
Volleyball, HS (Girls)

**CATEGORY III**

Dance/Step Club  
National Honor Society, HS

Interact Club, HS  
Math League, HS  
Model U.N., HS  
Newspaper, MS  
Vermont History Day Club

**CATEGORY IV**

Baseball, MS  
Basketball, MS, A & B, (Boys)  
Basketball, MS, A & B, (Girls)  
Captain's Club  
Class Advisors, HS  
Cross Country, MS  
Debate Club  
Drama Tech Production - BHS Musical  
Drama Tech Production - BHS Drama  
Drama Tech Production - BHS One Acts  
Field Hockey, MS (Girls)  
Music, Musical Advisor, HS  
Music, Show Chorus-Edmunds Middle School Only  
Poetry Outloud  
Snowboarding Club  
Soccer, MS, A & B, (Boys)  
Soccer, MS, A & B, (Girls)  
Softball, MS  
Track, MS, (Boys)  
Track, MS, (Girls)

**CATEGORY V**

Basketball, MS, B, (Boys)  
Basketball, MS, B, (Girls)  
Cross Country, MS  
Drama, One Act, MS  
Field Hockey, MS (Girls)  
Music, MS

Soccer, MS, B, (Boys)  
 Soccer, MS, B, (Girls)  
 Wrestling, MS  
 Yearbook, MS

**ADDITIONAL:**  
 Special Olympics Coach - \$350  
 Special Olympics Assistant Coach - \$150

- If a club becomes a varsity, interscholastic sport, it will move to Category II.
- **Any sports or activities removed from the extra-curricular schedule will be reinstated at the same category level if re-activated based on student interest.**
- **Between contract negotiation** any changes to the placement of activities within categories may be made by mutual agreement of both parties **(School Board or its designee and the BEA or through the LMC)**

**2017-2018**

Step	Category				
	1	2	3	4	5
1	3,877	3,008	2,343	1,769	1,104
2	4,097	3,183	2,480	1,875	1,185
3	4,317	3,358	2,617	1,981	1,266
4	4,537	3,533	2,754	2,087	1,347
5	4,757	3,708	2,891	2,193	1,428
6	4,977	3,883	3,028	2,299	1,509
7	5,197	4,058	3,165	2,405	1,590
8	5,417	4,233	3,302	2,511	1,671
9	5,637	4,408	3,439	2,617	1,752
10	5,637	4,408	3,439	2,617	1,752

In the initial placement of an individual on the index, consideration will be given to years of coaching or sponsoring experience in the particular activity in placing the individual upon a given step. Changes to the placement of activities within categories may be made by mutual agreement of both parties.

Advancement on the index is not automatic but will not be denied by the Superintendent or his/her designee without just cause.

It is agreed that coaches of all sports will be notified on or before the last day of the current school year as to whether or not they will be offered a coaching assignment for the next school year.

Teachers who are contracted to perform the duties of coaches shall be compensated at the above specified level in two (2) installments. The first installment shall be due and payable in accordance with the following schedule:

Fall sports and co-curriculars:	By September 20
Winer sports and co-curriculars:	By December 20
Spring sports and co-curriculars:	By April 20

The balance of the payment due shall be paid on completion of the season and all duties of the coach related thereto.

**APPENDIX C**  
**BENEFIT LEVELS FOR PART-TIME TEACHERS**

I. Part-time teachers holding less than a one half (1/2) i.e. less than a 50% full-time equivalent position, shall not be entitled to any of the insurance benefits provided by the Board. However, any teacher whose multiple part-time positions as a teacher equal a full-time position will be guaranteed the benefits of a full-time position. A part-time teacher who was hired prior to the execution of the 1999-2002 Agreement and who holds a one half (1/2) time or greater position shall, subject to the conditions set by the insurer, be entitled to the same type and level of insurance benefits that are provided to full-time teachers pursuant to Article XXII.

A teacher hired after June 1, 2000 and who holds at least a one half (1/2) full-time equivalent position but less than a full-time equivalent position shall receive prorated insurance benefits equal to their percentage of a full-time position.

A teacher who holds at least a one half (1/2) full-time equivalent position but less than a full-time equivalent position and is eligible for a payback as the result of waiving coverage shall receive a payback prorated equal to their percentage of a full-time position.

A full time teacher who voluntarily becomes a part-time teacher shall receive pro-rated benefits equal to their percentage of a full-time position. A current, full time teacher as of June 1, 2000, who is reduced in force and who accepts a recall to a part-time position because only a part-time position is available, shall continue to receive full-time benefits.

II. A part-time teacher shall be paid and earn seniority in the proportion that said teacher's position relates to that of a full-time position.

III. Part-time teachers shall be entitled to the leaves of absence benefits of Article XXIII as are enjoyed by full-time teachers, with the understanding that such benefits are applied to the teacher's part-time schedule. Paid leave for part time teachers will be made available in hours. By way of illustration, a teacher teaching one (1) class per day (1/5 position) shall be credited with thirty-one (31) sick hours at the beginning of a school year. Each day that such teacher is absent on sick leave will be considered to represent the use of a full sick day. If said teacher transfers to a full-time position, the teacher's sick leave accumulation shall be carried forward.

IV. Any .5 FTE or higher part-time teacher can accumulate total sick time that is equal to the maximum accumulation of a full time teacher. Said teacher will qualify for the separation benefit if they meet the conditions set forth in Article XIX sections 19.9 or 19.10.

V. There is no difference between part-time and full-time teachers in respect to movement on the salary schedule, transfer rights and the entitlement to file and process grievances.

VI. See section 15.1(b) concerning part-time teachers recall rights in the event of lay-off.

**APPENDIX D**  
**TEMPORARY LEAVES AND ABSENCES**

**I. Temporary Leaves.**

1. Parental
2. Released time
3. Professional improvement
4. Board granted
5. After 10 years (§23.14)
6. Early summer departure
7. Extended sick or family leave
8. Military leave
9. Teacher suspension
10. Association days
11. RIF teacher visiting days

**II. Absences.**

1. Personal leave (discretion)
2. Bereavement
3. Sick leave (individual and family)
4. Jury duty
5. Work connected illness or accident
6. Grievance hearing
7. Maternity leave
8. Resulting from work-connected assault
9. Unauthorized leave

**APPENDIX E  
MASTER CALENDAR**

**SEPTEMBER**

1: Deadline for Association notice of membership dues amount for the school year. (§21.3(d))

Day before first payday: Deadline for submission of direct deposit authorizations for those teachers required to or desiring to have their checks directly deposited to a local bank. (§19.8(b))

15: Deadline for Board to provide Association with list of teacher bargaining unit members. (§21.3(b))

30: Deadline for teacher notice to Administration of completed graduate level credits for the entire school year entitlement to salary schedule movement. (§18.5)

**OCTOBER**

**NOVEMBER**

1: Deadline for Association or Board to give written notice of desire to terminate or modify the Agreement. (§2.1)

1: Deadline for the Association to submit to the Superintendent its suggestions for a school calendar for the next school year. (§17.2)

**DECEMBER**

1-15: Teachers to make reasonable efforts to notify the Administration of the intention to take courses for salary schedule movement for the following school year. (§18.5)

15: Deadline for first negotiation session during a year of negotiations. (§§3.1 & 3.2)

**JANUARY**

1: Deadline for Administration preparation of District-wide seniority list. (§14.1)

**FEBRUARY**

10: Deadline for panel decisions on contested seniority list placements. (§14.1)

15: Date for permissible declaration of impasse during a year of negotiations. (§3.3)

**MARCH**

1: Deadline for teacher submission of section 23.14 leave requests.

1: Deadline for Administration notice to a teacher of a performance-related non-renewal or the denial of step movement for the next school year. (§5.7)



1: Deadline for a teacher to notify the Administration of the receipt of graduate level credits for salary schedule movement retroactive to February 1. (§18.5)

15: Deadline for Board notice to teachers concerning action on requested section 23.14 leaves.

15: Deadline for Board notice to the Association of contemplated reductions in force and provide Association with anticipated RIF information (see RIF Article). (§11.1)

Second Meeting in March – the Association will present its challenges to the anticipated RIFs, if any. (§11.1)

28 or within 2 days of second Board meeting in March: Deadline to notify Association and the individuals affected of any RIFs. (§11.1)

#### APRIL

25: Deadline for the Administration issuance of individual teacher contracts. (§10.1)

28: Deadline for Administration of RIF to affected Vocational Center teachers. (§11.1)

#### MAY

3: Deadline for teachers to return individual contracts. (§10.2)

3: Deadline for a teacher to notify the Administration of a desired retirement in order to be eligible for a section 19.9 benefit.

3: Deadline for a teacher to notify the Administration of a desired intention to retire in order to be eligible for a section 19.10 benefit.

3: Deadline for a teacher to notify the Administration of a desired resignation in order to be eligible for a section 19.10 benefit.

17-22: Period of mandatory posting of the section 12.1(c) big posting.

24: Deadline for submission to the Superintendent of teacher requests for voluntary transfer to positions listed on the big posting. (§13.1(b))

#### JUNE

1: Deadline for Administration notice of location assignment to District teachers. (§6.10)

17: Deadline for Administration notice to teachers of denials of transfer requests to positions listed on the big posting. (§13.1(e))

Last day of the school year: Deadline for Administration notice to coaches of sports as to the coaching assignments, if any, for the next school year. (Appendix B)

**JULY**

1: Date for Administration payment of a section 19.9 or 19.10 benefit to an eligible teacher.

1: Deadline for Administration payment of a section 22.5 benefit to an eligible teacher.

1: Deadline for finalization of a new licensure plan for a teacher on the recall list. (§15.1(d))

**AUGUST**

**APPENDIX F**

Burlington School District Calendar											
2017-2018 School Year -- 9-12 Calendar											
Aug	M	T	W	Th	F	Jan	M	T	W	Th	F
		1	2	3	4				3	4	5
	7	8	9	10	11		8	9	10	11	12
	14	15	16	17	18		15	16	17	18	19
	21	22	23	24	25		22	23	24	25	26
	28	29	30^	31		29	30	31			
Student Days: 2 Cumulative: 2					Student Days: 20 Cumulative: 96						
Staff Days: 6 Cumulative: 6					Staff Days: 20 Cumulative: 103						
8/30 ^ First Day of School					1/16-1/18 Strategic Planning						
Sep	M	T	W	Th	F	Feb	M	T	W	Th	F
					1					1	2
	4	5	6	7	8		5	6	7	8	9
	11	12	13	14	15		12	13	14	15	16
	18	19	20	21	22		19	20	21	22	23
25	26	27	28	29							
Student Days: 20 Cumulative: 22					Student Days: 17 Cumulative: 113						
Staff Days: 20 Cumulative: 26					Staff Days: 17 Cumulative: 120						
Oct	M	T	W	Th	F	Mar	M	T	W	Th	F
	2	3	4	5	6					1	2
	9	10	11	12	13		5	6	7	8	9
	16	17	18	19	20		12	13	14	15	16
	23	24	25	26	27		19	20	21	22	23
30	31				26	27	28	29	30		
Student Days: 21 Cumulative: 43					Student Days: 19 Cumulative: 132						
Staff Days: 22 Cumulative: 48					Staff Days: 19 Cumulative: 139						
Nov	M	T	W	Th	F	Apr	M	T	W	Th	F
			1	2	3		2	3	4	5	6
	6	7	8	9	10		9	10	11	12	13
	13	14	15	16	17		16	17	18	19	20
	20	21	22	23	24		23	24	25	26	27
27	28	29	30		30						
Student Days: 17 Cumulative: 60					Student Days: 16 Cumulative: 148						
Staff Days: 19 Cumulative: 67					Staff Days: 16 Cumulative: 155						
11/20-11/21 Teacher Inservice											
Dec	M	T	W	Th	F	May	M	T	W	Th	F
					1			1	2	3	4
	4	5	6	7	8		7	8	9	10	11
	11	12	13	14	15		14	15	16	17	18
	18	19	20	21	22		21	22	23	24	25
25	26	27	28	29	28	29	30	31			
Student Days: 16 Cumulative: 76					Student Days: 22 Cumulative: 170						
Staff Days: 16 Cumulative: 83					Staff Days: 22 Cumulative: 177						
Inservice Days - No School for Students											
Vacation Day for Staff and Students											
Strategic Planning- School in Session											
Students 1/2 Day (AM)											
Parent Conferences (PM)											
Parent Conferences											
No School For Students					6/13 ^ Last Day of School/PM District Inservice						
Possible Make Up Days if Snow Days											
Student Days: 9 Cumulative: 179 (-4) 175					Staff Days: 10 Cumulative: 187						

# BURLINGTON TECHNICAL CENTER

## 2016 - 2017 Student Calendar

August 31 - Orientation

September 1—First Student Day

September 5 Monday - Labor Day. Vacation Day. No School

October 12- Vacation Day No School

October 21—Vacation Day No School

October 28—End First Quarter

November 21-25-Vacation Week No School

November 30 - Student of the Quarter

December 23 - 30 - Vacation Days No School

January 2 - Vacation Day No School

January 6—End 2nd Quarter

January 16 & 17 - Vacation Days No School

February 1—Student of the Quarter

February 27-28 - Vacation Days No School

March 1-7 - Vacation Days No School

March 17 - End 3rd Quarter

April 12- Student of the Quarter

April 24-28-Vacation Week No School

May 29 - Vacation Day No School

June 13—End of 4th Quarter

June 13 - Last Official Day BTC Classes

Burlington Technical Center [www.burlingtontech.org](http://www.burlingtontech.org) @Burlington\_Tech  
52 Institute Road, Burlington, VT 05408 Phone: 802-864-8426

**APPENDIX G  
TEACHER CONTRACT**

This Agreement made between \_\_\_\_\_ hereinafter called the Teacher, and the Burlington Board of School Commissioners, hereinafter called the Board, and subject to an Agreement between the Burlington Education Association, and the Burlington Board of School Commissioners, the laws of the State of Vermont, and the Rules and Regulations of the Board, is hereby made for the school year beginning July 1, 20\_\_, and ending June 30 20\_\_. This contract is in all respects subject to the terms and conditions of the Agreement between the Burlington Education Association and the Burlington Board of School Commissioners for the \_\_\_\_\_ school year.

The period of service shall begin September \_\_\_\_\_, and continue for not more than \_\_\_\_\_ duty days. The distribution of these days will be as specified by the negotiated Agreement between the Burlington Education Association and the Burlington Board of School Commissioners.

The teaching salary of \_\_\_\_\_ plus additional compensation of \_\_\_\_\_ for \_\_\_\_\_ plus other compensation of \_\_\_\_\_ for \_\_\_\_\_ determine the teacher's total compensation under this contract to be \_\_\_\_\_.

Said teacher is to be assigned to the \_\_\_\_\_ as a \_\_\_\_\_.

Teacher Degree & Step is \_\_\_\_\_.

Teacher Licensure \_\_\_\_\_ Type \_\_\_\_\_ Expires.

In witness whereof, the parties hereto have hereunto set their hands.

By \_\_\_\_\_ Date \_\_\_\_\_  
Teacher

By \_\_\_\_\_ Date \_\_\_\_\_  
School board

Contract must be returned by:

District assignments will be issued according to Section 6.10.

**APPENDIX H  
DEPARTMENT OF PUBLIC SCHOOLS  
150 Colchester Avenue  
Burlington, Vermont 05401**

**LIMITED TEACHER CONTRACT**

This Agreement made between \_\_\_\_\_ hereinafter called the Teacher, and the Burlington Board of School Commissioners hereinafter called the Board, and subject to an Agreement between the Burlington Education Association, Inc., and the Burlington Board of School Commissioners, the laws of the State of Vermont, and the Rules and Regulations of the Board, is hereby made for the school year beginning July 1, 20\_\_\_\_, and ending June 30, 20\_\_\_\_. This contract is in all respects subject to the terms and conditions of the Agreement between the Burlington Education Association and the Burlington Board of School Commissioners.

The period of service shall begin \_\_\_\_\_ and terminate \_\_\_\_\_, a period of \_\_\_\_\_ duty days. The distribution of these days will be as specified by a negotiated Agreement between the Burlington Education - Association, Inc., and the Burlington Board of School Commissioners.

The teaching salary of \_\_\_\_\_ plus additional compensation of \_\_\_\_\_ for \_\_\_\_\_ plus other compensation of \_\_\_\_\_ for \_\_\_\_\_ determine the teacher's total compensation under this contract to be \_\_\_\_\_.

Said teacher is to be assigned to the \_\_\_\_\_ as a \_\_\_\_\_.

By \_\_\_\_\_ Date \_\_\_\_\_ Teacher

By \_\_\_\_\_ Date \_\_\_\_\_  
School Board

**APPENDIX I  
ABBREVIATED REGULAR CONTRACT**

This Agreement made between \_\_\_\_\_, hereinafter called the Teacher, and the Burlington Board of School Commissioners, hereinafter called the Board, and subject to an Agreement between the Burlington Education Association, and the Burlington Board of School Commissioners, the laws of the State of Vermont, and the Rules and Regulations of the Board, is hereby made for the school year beginning July 1, 20\_\_, and ending June 30, 20\_\_. This contract is in all respects subject to the terms and conditions of the Agreement between the Burlington Education Association and the Burlington Board of School Commissioners for the \_\_\_\_\_ school year.

The period of service shall begin \_\_\_\_\_, \_\_\_\_\_, and continue for not more than \_\_\_\_\_ duty days, terminating on \_\_\_\_\_, \_\_\_\_\_. The distribution of these days will be as specified by the negotiated Agreement between the Burlington Education Association and the Burlington Board of School Commissioners.

The teaching salary of \_\_\_\_\_ plus additional compensation of \_\_\_\_\_ for \_\_\_\_\_ plus other compensation of \_\_\_\_\_ for \_\_\_\_\_ determine the teacher's total compensation under this contract to be \_\_\_\_\_.

Said teacher is to be assigned to the \_\_\_\_\_ as a \_\_\_\_\_.

Teacher Degree & Step is \_\_\_\_\_.

Teacher Licensure \_\_\_\_\_ Type \_\_\_\_\_ Expires.

In witness whereof, the parties hereto have hereunto set their hands.

By \_\_\_\_\_ Date \_\_\_\_\_  
Teacher

By \_\_\_\_\_ Date \_\_\_\_\_  
School Board

Contract must be returned by:

## APPENDIX J

### BHS OPERATIONS

Upon the execution of this Agreement a labor management committee will be established for the purpose of developing a collective action plan intended to close the student achievement gap. Such committee will be structured as follows:

#### **Purpose of the Committee**

Recommend to the Superintendent a collective action plan, for implementation beginning in the 2018-2019 school year, that is intended to **close the achievement gap**. The recommendations shall be designed to accomplish the following:

1. Best use of the student day for the purpose of enhancing the educational opportunity of BHS students whose educational outcomes have substantially lagged – low income, ELL, and traditionally marginalized students, and those with disabilities.
2. Best use of the period which is currently the Advisory Program in support of Personalized Learning Plans and other supports designed to close the achievement gap.
3. Best use of instructional time and teacher planning, including scheduling of the Year End Studies program.

#### **Composition of the Committee**

The Committee shall be comprised of teachers, the BHS building administration, and other District staff that have expertise in intervention strategies. The Committee shall be co-chaired by the BHS principal and a BEA designee.

#### **Expected Preliminary Timeline and Deliverables**

Appointment of the Committee	September 30, 2017
First meeting of the Committee	Week of October 1, 2017
Interim Update report	December 12, 2017
Feedback and input from BHS staff	January 30, 2018
Final recommendation to the Superintendent	March 31, 2018
Implementation	2018-2019 School Year
Evaluation	April 2019

#### **The Committee shall consider:**

Restructuring high school schedule to provide the flexibility in class instructional periods.  
Restructuring faculty mentoring to allow for independent study.  
Restructuring schedule to allow for implementing of academic study hall  
Restructuring to allow for additional assignments identified by the Committee  
Other ideas from the Committee

The Committee's work shall be informed by research and data on closing the achievement gap, student performance and demographic data, state and federal mandates, and feedback from teachers, BHS and District staff, and the community.



**APPENDIX K**  
**CAMPAIGN FOR DOMESTIC VIOLENCE AWARENESS**

The Board will establish a domestic violence awareness campaign, that shall include working with community agencies who specialize in this topic. This effort shall include:

1. Scheduling education workgroups to be available to employees.
2. Working with administrators to raise awareness on how to respond to employee concerns regarding safety and other supportive needs of a victim.
3. Endeavor, to the extent permitted by law, to assure the confidentiality of the employee's situation and make available internal support resources, such as supervisor, human resources and other appropriate venues of internal support.
4. Posting information posters that provide support contact information in staff rooms.

**APPENDIX L**  
**RE: LATERAL MOVEMENT OF CTE TEACHERS ON THE SALARY SCALE**

Conditions for Salary Advancement

I. Non-degree teachers with a Level I License may not apply courses and workshops for salary movement which are included on the teacher's individual professional development plan (Mentor Plan). Approved courses and workshops not part of the Mentor Plan shall be applied towards lateral movement on the salary scale.

II. Non-degree teachers with a Level II License shall move laterally on the salary scale by completing the requirements outlined in Appendix A.

III. CTE teachers with a minimum of a Bachelor's Degree or a Level II License shall move laterally on the salary scale by completing the requirements outlined in Appendix A.

IV. CTE Teachers who receive and maintain a National Industry Certification shall be treated as having earned a Master's degree and placed appropriately on the salary schedule.

**Course/Workshop Approval**

I. All courses/workshops for lateral movement on the salary scale will be approved in accordance with the Master Teacher Agreement and guidelines of the Local Standards Board.

II. All courses/workshops require prior approval by the CTE director. The Local Standards Board will review all recommendations.

**APPENDIX A**

**BA+15**

9 College Credits  
6 Workshop Credits

**BA+36/MA**

18 College Credits  
18 Workshop Credits

**BA+51/MA+15**

25 College Credits  
26 Workshop Credits

**BA+66/MA+30**

33 College Credits  
33 Workshop Credits

APPENDIX M

**BURLINGTON SCHOOL DISTRICT  
Tuition Reimbursement Form**

Print Name \_\_\_\_\_ Your School \_\_\_\_\_ Date \_\_\_\_\_

**Purpose: Tuition Reimbursement**

Activity Sponsoring Institution \_\_\_\_\_ Start and End Dates of Activity: \_\_\_\_\_

Name of Course/Activity \_\_\_\_\_

Describe Activity: \_\_\_\_\_

**Employee Tuition Reimbursement -- Send Form to Human Resources**

All requests for tuition reimbursement must be received by Human Resources, Superintendent's designee, **PRIOR TO THE START OF THE COURSE. Tuition will be paid by the employee and reimbursement will be provided upon receipt of the required documentation in accordance with the applicable Agreement.** Other fees such as registration, athletic fees, etc. are not eligible for reimbursement. The documents signifying completion of the course (grade, receipts) must be sent to Human Resources *not later than four (4) calendar weeks after completion.*

Signature: \_\_\_\_\_ Cost: \$ \_\_\_\_\_ Course #: \_\_\_\_\_ Credits: \_\_\_\_\_

Granted _____ Not Granted _____
Reason for denial: _____
_____
_____
Human Resources _____ Date _____

# EXHIBIT N

## BSD/BEA Grievance Form

Pursuant to Article XX, Grievance Procedures, of the BEA Master Agreement, this form is to be used in filing grievances to the Burlington School District.

\_\_\_\_\_ **Grievance Number (assigned by HR)**

**Grievant** \_\_\_\_\_ **Date Filed** \_\_\_\_\_  
(Please Print)

**Educator's Position** \_\_\_\_\_ **Location** \_\_\_\_\_

**Date of Grievance** \_\_\_\_\_ **Supervising Administrator** \_\_\_\_\_

**Grievance Level: Informal Level 1 Level 2 Level 3**  
(Please Circle)

**Statement of the Grievance:**

**Witnesses and Evidence the BEA has upon grievance filing:**

**Contract Articles:**

**Information requested by the BEA**

1. \_\_\_\_\_ Date received \_\_\_\_\_
2. \_\_\_\_\_ Date received \_\_\_\_\_
3. \_\_\_\_\_ Date received \_\_\_\_\_

**Remedy Sought:**

\_\_\_\_\_  
**Signature of the Grievant**                      **Signature of BEA Representative**

**Informal filed** \_\_\_\_\_                      **Date Received (stamp)**  
**Date of Meeting** \_\_\_\_\_  
**Decision Due** \_\_\_\_\_  
**Signature** \_\_\_\_\_

**Level 1 filed** \_\_\_\_\_                      **Date Received (stamp)**  
**Date of Hearing** \_\_\_\_\_  
**Decision Due** \_\_\_\_\_  
**Signature** \_\_\_\_\_

**Level 2 filed** \_\_\_\_\_                      **Date Received (stamp)**  
**Date of Hearing** \_\_\_\_\_  
**Decision Due** \_\_\_\_\_  
**Signature** \_\_\_\_\_

**Level 3: Arbitration**

**Date Moved to Arbitration** \_\_\_\_\_                      **BEA Representative**  
\_\_\_\_\_  
**Signature of BEA Representative**

**Grievance Resolution:**

**Date Grievance Closed** \_\_\_\_\_

