

BURLINGTON SCHOOL BOARD/BEA NEGOTIATIONS  
PROPOSED GROUND RULES  
January 7, 2010

1. The Burlington Education Association (BEA) Negotiation team members will be Chief Negotiator Dan Treinis, Nick Molander, Scott Hubbard, Ed Companion, Steve Lane and Terri Lessard. School Board (Board) Negotiation team members will be Chief Negotiator Joseph E. McNeil, Terry Bailey and Sara Jane Mahan. Business Manager Scott Lisle, Colin McNeil and/or a School Board member may be in attendance with the Board team from time to time. Any committee member may speak during negotiations. Both sides may use consultants on particular negotiation issues for a specified purpose, but there must be advance notice concerning such usage and the identity of the consultant.
2. The parties reserve the right to supplement or change their negotiating committee members, although both will make a good faith effort not to do so.
3. The negotiation sessions will be held in public session. However, only members of the respective teams may participate in the negotiations. Comments and/or questions from the public and/or media will not be entertained or responded to during negotiations. Negotiations will be held at mutually agreed upon locations. By mutual agreement, the parties may discuss negotiation items in executive session.
4. The length of negotiating sessions will be as determined by the two teams at a preceding meeting. Extension of the established time may occur by mutual agreement. If negotiation sessions are held during the school day, the BSD Administration will arrange for release time for the members of the BEA's team. At the end of each session, 5-10 minutes will be used to identify any issues where agreement was reached, identify which team will draft any Tentative Agreement (TA) reached, and set a time, location and agenda for the next meeting.
5. When a party drafts a TA, the section of the Agreement affected will be reproduced. Deletions will be identified by overstrike and additions by underline. If both parties are satisfied, a TA shall be initialed by the Chief Negotiators for both parties. The review of drafted but not yet initialed TA's shall be the first order of business at every negotiation session.
6. Initialed TA's will not be discussed further during negotiations without mutuality of agreement. However, neither party shall be considered bound to any particular aspect of the negotiations or any TA until the entire Agreement has been completed.
7. Both sides will be separately responsible for their own notes of the negotiating sessions.
8. Both parties reserve the right to caucus separately during the course of negotiations. Caucuses will be used as judiciously as possible. They shall not exceed twenty (20) minutes in length without the approval of the other team. If the duration of any caucus

continues beyond the agreed time limit, either party may decide to limit further conversations to the agenda for the next meeting and then adjourn the session.

9. While it is recognized that there will be differences of opinion between the parties during the course of negotiations, both parties will endeavor to remain focused on the issues themselves and will not personalize the conversations.

10. The parties agree proposals will be exchanged at the first meeting of the parties after the meeting scheduled for December 15, 2009. Proposals may be supplemented on or before the second meeting after December 15, 2009. Neither party will make any additional proposals thereafter. However, counterproposals shall continue to be permissible.

11. The parties agree that in the absence of a major change in staffing patterns during the 2009-2010 school year, October 5, 2009 shall be the snapshot date for determining the FTEs, for calculating the cost of vertical step movement, for the Board to make its estimate of the cost of lateral movement and for all other financial calculations throughout negotiations until the Agreement is settled or otherwise resolved. The Board team provided a full list of the 397.25 teachers comprising the FTEs on October 5, 2009. Related financial information shall be provided to the BEA with reasonable expedition following a request. Any objections to the scope, relevancy, etc. of information requests shall be stated as early as possible.

Dated at Burlington, Vermont, this 7<sup>th</sup> day of January, 2010.

BURLINGTON SCHOOL BOARD

By: \_\_\_\_\_  
Chief Negotiator

BURLINGTON EDUCATION  
ASSOCIATION

By: \_\_\_\_\_  
Chief Negotiator