

FY 2007 – FY 2010

AGREEMENT

Between

BURLINGTON BOARD OF SCHOOL COMMISSIONERS

and the

ADMINISTRATORS

of the

BURLINGTON ADMINISTRATORS' ASSOCIATION

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PREAMBLE

This Agreement is entered into by and between the Burlington Board of School Commissioners, hereinafter called the "Board" and the Burlington Administrators' 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 upon the quality and morale of the administering service, and;

WHEREAS, the Board and the Association wish to maintain and strengthen the management team concept,

WHEREAS, the members of the Association are particularly qualified to advise the formulation of policies and programs designed to improve educational standards, and;

WHEREAS, the Board under the laws of the State of Vermont has the responsibility to determine the policies of the Burlington School System, and;

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

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

## ARTICLE I

### RECOGNITION

1.1 The Board recognizes the Association as the sole and exclusive representative for collective bargaining purposes concerning matters of salary, related economic conditions of employment, procedures for processing complaints and grievances subject to the terms and conditions of this Agreement relating to employment, and any mutually agreed upon matters not in conflict with the statutes and laws of the State of Vermont for all administrators employed by the Board. The term "administrator" shall be defined by 16 VSA, Chapter 57, Section 1981 (1) and 1982 (b), as amended., and shall include the position of Burlington High School Guidance Director. Recognition by the Board under this section shall exclude teachers and all other employees.

1.2 Unless otherwise indicated, the term "administrators" when used hereinafter in this agreement shall refer to all administrative employees represented by the Association, as above defined.

1.3 The "Board" is understood to mean the body of elected officials who represent the citizens of Burlington in the establishment of policy for the Burlington Educational System.

1.4 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 members, or designated representatives whether or not a member.

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

## ARTICLE II

### PROCEDURE FOR NEGOTIATION OF SUCCESSOR AGREEMENT

2.1 If either party desires to terminate or modify this Agreement, notice shall be given to the other party by certified mail on or before November 1 of the year immediately preceding the desired modification or termination.

2.2 If notice pursuant to Section 2.1 is given, the Association shall submit to the Board its written contract proposal no later than the following November 15. The Board and the Association agree to meet not later than the following December 1, for the purpose of establishing negotiation ground rules, exchanging points of view and presenting data relevant to the proposal. The Board shall submit to the Association its written counter contract proposal no later than the following December 15. The timeline for exchange of proposals may be waived by mutual agreement between the parties.

2.3 After the exchange of proposals pursuant to Section 2.2, the parties shall negotiate in good faith in an effort to reach agreement on a successor contract. If after discussion of all negotiable matters the parties fail to reach agreement on any such matter, either party may declare an impasse, and in the event that a final agreement is not reached by the following March 1, impasse will be automatically declared unless mutually agreed upon. Within three (3) 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 the parties 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. The American Arbitration Association will, within fifteen (15) days after the receipt of such request, appoint a mediator in accordance with rules and procedures prescribed by it for making such appointment. 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.

2.4 If the mediator is unable to effect settlement of said controversy within fifteen (15) days after the first meeting with the parties, 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 appoint one (1) person to serve on the fact-finding panel and the two (2) persons so appointed will attempt to designate a third person to serve as chairperson of the panel and to obtain a commitment from said person to serve. If within five (5) days after their appointment, the two (2) appointees are unable to agree upon a chairperson and/or to appoint its fact-finder within the aforesaid five-day (5) period, either party may request the American Arbitration Association to designate a chairperson. The American Arbitration Association will, within fifteen (15) days after receipt of such request, designate a chairperson in accordance with rules and procedures prescribed by it for making such designation. The chairperson so designated will not, without the consent of both parties, be the same person who was appointed mediator under the preceding paragraph.

2.5 The panel will, within ten (10) days after the designation of the chairperson, meet with the parties or their representatives, or both, forthwith, make inquiries and investigations, hold hearings, or take such other steps as 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 make findings and recommendations with respect to negotiable subjects only. Said recommendations will be advisory only and will be made within thirty (30) days after the designation of the chairperson. The panel shall make such findings and recommendations public if the issues in dispute are not settled within ten (10) days of delivery of the report. The costs for the services of the chairperson, including per diem expenses, if any, and actual and necessary travel and subsistence expenses and the costs of a hearing room and transcript, if any, will be shared equally by the Board and the Association.

2.6 It is the intent of the parties that negotiations will be conducted between the Board (and/or others whom the Board may designate) and duly appointed members of the Association (and/or others whom the Association may designate) which committee will not exceed six (6) members each in numbers. Consultants to either party may be available at any time during negotiations.

2.7 If any provision of this Article or any application thereof to any administrator or group of administrators is found contrary to law, then such provision or application will be valid and subsisting only to the extent permitted by law; all other provisions or applications will continue in full force and effect.

2.8 The time limits specified in this Article are calendar days and may be extended by mutual agreement.

2.9 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.

2.10 Upon ratification by the parties, a mutually acceptable written agreement shall be signed by the Chairperson of the Board and the President of the Association. Said agreement shall then be binding upon the parties for its duration.

2.11 All negotiation, mediation, and fact-finding sessions will be conducted at mutually agreed upon times.

## ARTICLE III

### RESPONSIBILITIES OF THE PARTIES

3.1 This Agreement is intended to set forth rates of pay, evaluation process, days of work, and other mutually agreed-upon conditions of employment, so as to promote orderly and peaceful relations with the administrative personnel; and to achieve the highest level of administrative performance consistent with safety, good health, and professional effort; and promote the general welfare of the Burlington School District schools, its professional staff, and its students.

3.2 Unless otherwise specified, any action by the Board or its school administration covered by this Agreement shall be subject to the right of the Association to represent the employees on the issue and to the Grievance and Arbitration Procedures of this Agreement.

## ARTICLE IV

### ADMINISTRATOR EMPLOYMENT

4.1 a. An administrator not to be rehired pursuant to the School Department budget shall be notified in writing no later than the preceding February 1.

b. An administrator whose contract will not be renewed as a result of the City March tax vote shall be so notified in writing within sixteen (16) workdays following the election. If the same tax question is subsequently put before the voters and neither the School Department budget nor programs have been altered in the interim, and if the proposed tax increase is approved, the administrator may consider that this contract will be renewed and shall be so notified in writing within ten (10) workdays of the second election. If between the first and the second elections either the School Department budget or programs have been either altered, then unless notified to the contrary, the non-renewal of the administrator's contract shall remain unchanged.

c. Reasonable effort will be made by the Superintendent to allow the affected administrator to hear of a decision under sections 4.1(a) and 4.1(b) to reduce the length of the administrators' contract before formal notice is given.

4.2 a. An administrator shall be on probationary status during the first two years of administrative employment by the Board. If performance has been satisfactory during this period, the administrator will receive service credit.

b. Re-employment rights during the initial two (2) year service period shall be at the option of the Superintendent and decisions in this matter are not subject to appeal. Written notification of employment status for the upcoming year under this section will occur on or before May 1st.

c. The Superintendent may at any time place an administrator on probation for job performance reasons with just cause. The Superintendent shall set forth in writing to the affected administrator the reasons for such probations and indicate performance standards for improvement and a time frame within which such improvements must be accomplished. The substance of the Superintendent's decision to place an administrator on probation shall not be subject to grievance or appeal. The Superintendent shall meet with the affected administrator at the end of the time period specified above to either lift the probationary status or notify the administrator of pending termination. At this time, the parties may agree to continue the probationary status for a specific time period. The administrator shall be entitled to appeal the Superintendent's decision for termination to the Board whose decision in the matter shall be final. The appeal hearing before the Board will occur without delay. Written notification of termination under this section will occur on or before May 1st. Non-renewal of contract will not be used to circumvent due process procedures.

d. Notwithstanding the provisions of Subsections (a) and (b), the Superintendent may at any time remove an administrator from probationary status.

4.3 a. The Board agrees that reductions of the administrative staff and changes in administrators' workdays shall be the result of sound educational policy as developed by the Board, fiscal need, and/or decreasing enrollment.

b. In the event that a reduction in administrative staff is necessary, the decision of the Superintendent as to which administrators shall be reduced shall not be subject to review as long as the Superintendent makes his/her decision on the basis of the reverse order of seniority as an administrator in the district or selects an administrator on probationary status. If the Superintendent decides to pass over a less senior administrator to reduce a more senior administrator, the Superintendent will notify in writing the administrator whose job is being reduced with reasons for that administrator's reduction. Such notification might include, but is not limited to: appropriate licensure and the extent of basic academic and experiential qualifications, and/or job performance. Such administrator may then challenge the Superintendent's decision through the grievance and arbitration procedures of this agreement. In order to prevail, such administrator must establish beyond a reasonable doubt that the Superintendent's decision to reduce his position rather than that of a less senior administrator was arbitrary and capricious. If an administrator's appeal is unsuccessful, he/she will be terminated as no right exists to displace a less senior administrator.

c. For administrators whose assignment includes teaching, that portion of their employment shall have the full protection of this agreement.

d. An administrator who has been terminated as a result of a reduction in force will be placed on a recall list for a period of two (2) years during which time the administrator shall receive written notice of any administrative vacancy for which such administrator is certified as well as prior consideration for such position as long as the administrator has provided the Board with a current mailing address and has in writing expressed interest in such position after receiving notice of such vacancy. If more than one administrator on such recall list expresses interest in a vacant position, the decision of the Board as to which administrator should be hired to fill such position shall be final

e. An administrator who has been terminated as a result of a reduction in force will be placed on Placement on a list for a one (1) year period giving the administrator first consideration for available teaching positions after the Board has met its other contractual obligations as long as the administrator is certified for the teaching positions. An eligible administrator may simultaneously choose the benefits as described in Subsections (d) and (e), above, but no benefit may be combined with that described in Subsection 4.4(a).

f. It is agreed that, notwithstanding the last sentence of Section 4.3(d), above, if one or more administrators are on the recall list after having been reduced from other than a probationary status, such administrator or administrators shall have priority for vacant positions for which they are certified and qualified and for which they have expressed interest. Such administrators may not challenge recalls provided that seniority is followed. If one of such administrators is passed over for recall in favor of an administrator with less seniority or one who was on probation at the time of reduction, the administrator so passed over shall be entitled to notice in writing with reasons for the Superintendent's decision and may then challenge the Superintendent's decision through the grievance and arbitration procedures of this agreement. In order to prevail, such administrator must establish beyond a reasonable doubt that the Superintendent's decision to pass over such administrator for recall was arbitrary and capricious.

g. If an administrator's employment is terminated (except being fired, dismissed or being non-renewed because of unsatisfactory job performance or for reasons listed in V.S.A. Title 16, Section 1752), note 5.4(b), as a result of reduction in force and that administrator is eligible for termination as described in section 4.4(a) herein, the administrator must make an irreversible decision known to the Board in writing within twenty (20) days of the end of his/her employment by the Board or the Board will deem that he/she has chosen the benefit of section 4.4(a) herein. It is agreed that an administrator who has chosen the termination benefit in Section 4.4(a) thereby loses all seniority and accumulated sick leave should such administrator ultimately be reemployed by the Board. An administrator who has chosen the benefit of the recall list pursuant to Section 4.3 shall retain his/her accumulated sick leave and seniority should such administrator subsequently be recalled to an administrative position. No further sick leave or seniority time shall be earned during the time that the administrator is on the recall list. An administrator who has chosen the benefit pursuant to Section 4.3(e) and who is reemployed by the Board in a teaching position shall retain his/her accumulated sick leave up to the maximum permissible pursuant to the teacher contract.

#### **4.4 Separation of Employment**

(a) If an administrator's employment is terminated (except being fired, dismissed or being non-renewed because of unsatisfactory job performance or for reasons listed in V.S.A. Title 16 §1752) note 5.4(b) due to death, voluntary resignation or retirement he/she or the estate shall receive pay for one-fourth (1/4) of his/her accumulated sick leave at the current per diem rate. However, an administrator eligible for the "Golden Handshake" as an administrator or as a teacher per the 1976-79 contract shall be eligible for forty (40) days pay or one-third (1/3) of his/her accumulated sick leave pay, whichever is greater. An administrator voluntarily leaving the employ of the Board must notify the Board in writing at least thirty (30) days prior to the effective date of the departure exclusive of accumulated vacation days in order to qualify for the above benefit. The administrator may receive this benefit in one, two, or three payments over a period of up to three years. The affected administrator shall notify the Superintendent in writing of the desired distribution schedule within 10 days of termination. Failure to so notify shall result in a single payment by the Board within sixty days of the termination. Administrators hired after July 1, 1996, must have fifteen (15) years of educational service in the Burlington School District to be eligible for the termination benefit described herein. The educational service need not be continuous. An administrator who notifies the Board in writing prior to the issuance of contracts of an intention to retire at the end of

the subsequent school year may select an option of having the severance pay included in the salary payments during such subsequent year. Any such notice of retirement will be irrevocable. For purposes of this article, pay is defined as the administrator's total compensation.

b. Administrators who retire from the system after fifteen (15) years of educational service shall be entitled to a Mentor/Senior Administrator appointment. Said appointment will result in additional responsibilities and duties as set forth in the job description, and shall entitle the administrator to additional compensation equal to his/her benefit per Section 4.4(a). Acceptance of this appointment will result in forfeiture of the benefit available under Sections 4.3(d) & (e) upon termination of employment with the Burlington Schools.

c. Administrators who qualify for benefits per the above section (b), will also be entitled to an early retirement incentive benefit at or after age 55, provided that said administrator applies for this benefit prior to attaining age 59 and said application for this benefits occurs on or before the first day of May. Said benefit will provide the administrator with fifty per cent (50%) of his/her current salary, payable over the next four years in equal installments - either annual or monthly at the administrator's request. This benefit will be payable in addition to (but not compounded by) the benefit selected per Section 4.4(a) or 4.4b. This section does not apply to administrators hired after June 30, 2002.

#### d) Retiree's Health Insurance Benefits

1. An administrator retiring as defined by applicable State Education Statutes after fifteen (15) years of educational 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's 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 administrator has attained the age of sixty-two (62). The professional service must consist of no less than 12 years as an administrator. To be eligible for this benefit, the administrator 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 administrator contracts. The Board at its sole discretion may permit an administrator 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.

2. Administrators who retire from the system after fifteen (15) years of educational service retain the right to remain a member of the District Medical Insurance Plan upon reaching age sixty-two (62) at his/her own expense. This provision is subject to acceptance by the District's insuring agent.

4.5 An administrator may be employed as an acting administrator when the need arises. An administrator may not be employed in such status for longer than fifteen (15) months without the approval of the Association. An acting administrator, unless assigned to the acting position from a

regular administrative assignment, shall not be eligible for the termination benefits pursuant to Section 4.4. Further, such acting administrator shall not accrue seniority as an administrator unless subsequently employed in a regular administrative position, at which time such administrator shall be credited for seniority purposes with all time spent as an acting administrator for the district.

4.6 Individual administrator contracts for the following year shall be issued by the Board no later than May 1 of any year or fifteen (15) days after a successor agreement has been executed, whichever date is later. Individual administrator contracts shall be returned by the administrators within fifteen (15) working days of the postmark date when the contract was mailed by the Board. If a successor agreement is not negotiated by July 1 of any year, each individual administrator's contract and benefits shall be continued under the present Agreement until the successor agreement is executed. If a successor Agreement has not been negotiated by May, any administrator to be involuntarily reassigned, except those covered by Section 5.3 of this Agreement, shall receive notice of such reassignment on or before May 1.

4.7 a. A seniority list will be provided as Appendix D. Administrators hired after July 1, 1989, shall be placed on the list using their first day of work as the commencement of their seniority. Administrators shall be deemed to have the same amount of seniority if there is not more than three (3) months difference in seniority between them. An administrator who wishes to challenge his/her position on the seniority list shall follow the procedure outlined in Section 15.9 for challenges to rank order placement.

b. Administrators will accumulate administrative seniority in the bargaining unit in direct proportion to their years of service to the District in administrative positions covered by the agreement with the exception of service in a probationary status. The initial probation service will not be credited towards administrative seniority until the administrator has completed the initial two year probationary period. In instances where an administrator is placed on probationary status by action of the Superintendent, service in that initial probationary status will accrue toward administrative seniority and seniority previously accrued will be recognized in a RIF situation; however, any extension of this probationary period will not accrue towards administrative seniority and seniority previously accrued will not be recognized in a RIF situation. Service to the District in positions outside of the bargaining unit will not be credited toward seniority unless such service is in an acting capacity and the Association agrees, in advance, to credit for such service.

## ARTICLE V

### TRANSFERS AND ASSIGNMENTS

5.1 Before the Board either considers candidates from outside the bargaining unit or advertises for vacant positions, the Board shall notify the Association of said administrative position, listing the qualifications for the position, its duties and rate of compensation. Such notice shall be delivered prior to the commencing of interviews (if any) for any such vacant position. The Board will post all vacancies for no less than ten (10) workdays. Administrators who are interested in a vacant position shall notify the Superintendent in writing setting forth their qualifications and other related information. The Board shall make the final determination for all positions.

5.2 Administrators who are desirous of transfer within their area of competence within the system shall make any such request in writing to the Superintendent. If an administrator's request for transfer is denied, the administrator may request a meeting with the Superintendent (or the Superintendent's designee) to discuss the reason(s) for the denial and the administrator may request in writing a letter stating the reason(s) for the denial.

5.3 Should the Board decide prior to contract issuance to change the assignment of an administrator for the ensuing contract year, reasonable effort will be made to hold a meeting between the Superintendent or the Superintendent's designee and the affected administrator so that the administrator may express their concerns about the proposed alternative assignment.

5.4 a. The Board shall not change the assignment, academic or geographic, of any administrator once said administrator has accepted a contract offered by the Board except in an administrative emergency. In the event of any such change, the administrator so affected shall be notified in writing of the reassignment, which notification shall include specific reasons for the reassignment. An administrator may refuse the reassignment if the administrator presents a doctor's certificate that such reassignment would be harmful to the administrator's health.

b. If an administrator refuses to accept an emergency assignment, this refusal shall constitute a cause for the Board to terminate the employment of the administrator, subject to section 4.4 of this Agreement. Termination of employment for this person shall not constitute being fired or dismissed under Title 16, Section 1752 V.S.A.

5.5 The Board, as it deems appropriate, may declare an administrative emergency. Among the situations giving rise to such declaration would be those during which the health and safety of students, staff or others in the school are jeopardized, when an administrator dies or becomes unable to fulfill his proper duties, when an administrative position becomes vacant at a time when it is not most opportune to hire a replacement, or when prompted by statutory change, judicial decision or arbitrator's award. The Board agrees not to declare an administrative emergency arbitrarily or capriciously and not to unreasonably delay the termination of such administrative emergency.

5.6 In making emergency assignments, the Board shall give consideration to experience,

competence, training, certification and other related factors except in the situation of assignments offered in lieu of termination resulting from the elimination of positions or reduction of staff. The Board in any event shall make the final decision. Administrators involuntarily assigned because of an emergency (and/or such administrator's representative at the administrator's request) shall have the right to appeal the assignment directly to the Board for reconsideration.

5.7 An administrator who wishes to voluntarily return to full-time teaching shall be given the first vacancy for which the administrator is certified and qualified after the Board has met its other contractual obligations, provided that the administrator has made timely application for such position.

## ARTICLE VI

### ADMINISTRATOR RIGHTS

6.1 As a duly elected body exercising governmental power within the laws of the State of Vermont, the Board hereby agrees that every administrator shall have the right freely to organize, join and support the Association for the purpose of engaging in collective negotiations. The Board shall not discriminate against any administrator 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.

6.2 Nothing contained herein shall be construed to deny or restrict any administrator such rights as he/she may have under State of Vermont School Laws or other applicable laws and regulations. The rights granted to administrators hereunder shall be deemed to be in addition to those provided elsewhere.

6.3 a. The Board and the Association agree that is the Board's right to evaluate administrators in order to improve the quality of education in the school system and to foster the professional competence and growth of administrators. The Board recognizes the value of seeking administrator input in developing an evaluation system. Protection under this article will not be subrogated through negotiations with any other bargaining unit. The Association recognizes that the Board has the final determination concerning the system design. A description of the evaluation system to be used shall be presented to the Association in writing. The Association may use the grievance and arbitration procedures of this Agreement to challenge the evaluation system. In order to prevail in such challenge, the Association must establish beyond a reasonable doubt that specific provisions of the evaluation system promote arbitrary and capricious judgments concerning the performance of administrators or do not conform to the stated purposes of evaluation. An arbitrator shall be authorized to agree or disagree with the position of the Association, but shall not be authorized to revise the evaluation system. Rather, an arbitrator may require the Board to revise the evaluation system to correct identified deficiencies. A grievance under this section must be filed within fifteen (15) workdays of the presentation of the evaluation system to the Association.

b. The Association by means of a class grievance may grieve to the Board alleged procedural defects in the implementation of the evaluation system. The decision of the Board shall be final.

c. An administrator may have the results of his/her evaluation reviewed by the next higher administrative level whose decision shall be final unless as a result of such evaluation, the administrator was terminated for performance reasons as set forth in Section 4.2(c) of this Agreement.

6.4 Any suspension or dismissal of an administrator shall be governed by V.S.A. Title 16, Chapter 53, Section 1752 as amended. A non-renewal shall be governed by 4.1 and a RIF shall be governed by article 4.3

6.5 Whenever any administrator is required to appear before the Superintendent or his designee or representative, Board or any committee thereof concerning any matter which could adversely affect the continuation of the administrator in that office, position, or employment, the administrator shall be entitled to have a representative of the Association present to advise and represent the administrator during such meeting or interview. Administrators shall be advised of the nature of any such meeting at least twenty-four (24) hours in advance. Routine evaluation conferences between the administrator and his/her immediate supervisor are exempted from the provisions of this Section. This Section is not intended to limit the Superintendent's legal administrative responsibility.

6.6 All monitoring, observation or evaluation of the work performance of an administrator shall be conducted openly and with full knowledge of the administrator. Eavesdropping by means or device is prohibited. If any adverse comment about an administrator by another employee of the District, student, parent or citizen is of substantial weight in such administrator's evaluation, the adverse comment should be brought to the administrator's attention within a reasonable period from its receipt, thereby giving such administrator an opportunity to explain and/or rebut the substance of such comment.

6.7 The foregoing will in no way limit the authority of the Superintendent to suspend an administrator and/or to recommend dismissal under State Law to the Board, or the authority of the Board, under State Law, to dismiss administrators providing that any administrator shall be accorded due process prior to dismissal according to State Statutes.

6.8 a. An administrator shall have the right, upon request, to review the contents of his/her personnel file and to receive copies at Board expense of any documents contained therein. An administrator shall be entitled to have a representative of the Association accompany him/her during such review. At least once every three (3) years, an administrator shall have the right to indicate those documents and/or other materials in his/her file that shall be the basis of a review by the Superintendent or his/her designee; and if, in fact, they are obsolete or otherwise inappropriate to retain, they shall be destroyed. The Superintendent's decision after reviewing the indicated documents shall not be made arbitrarily, capriciously or without rational basis in fact. An administrator desiring that documents in his/her personnel file should be destroyed, who is dissatisfied with the decision of the superintendent, may appeal such decision to the Board, the decision of which shall be final.

b. No material derogatory to an administrator's conduct, service, character, or personality shall be placed in his/her personnel file unless the administrator has had an opportunity to review such material. All such derogatory material shall be removed from the file after it becomes three (3) years old unless the administrator received a letter of reprimand, a suspension or was placed on probation for reasons related to such documents. The administrator shall

acknowledge that he/she 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. The administrator shall also have the right to submit a written answer to such material and his/her answer shall be reviewed by the Superintendent or his/her designee and attached to the file copy. The Superintendent, or his/her designee, shall sign the administrator's file copy of any written answers submitted by the administrator, with the understanding that such signature in no way indicates agreement with the content thereof.

6.9 The Board recognizes the right and responsibility of the individual administrator to participate or not to participate in professional or service organizations of the administrator's choice.

6.10 Access to an administrator's personnel files is restricted to the administrator's immediate supervisor, Human Resources Director, the Superintendent, their respective secretaries, and District legal counsel, unless the administrator's approval is granted in writing.

6.11 Action by the Board under the provisions of Section 6.4, 6.6 and 6.7 shall not be subject to the grievance and arbitration procedures of this Agreement. Action by the Administration under the provisions of Section 6.5 shall not be subject to the arbitration procedures of this Agreement.

## ARTICLE VII

### PROTECTION OF ADMINISTRATORS

7.1 Administrators shall not be required to work under unsafe or hazardous conditions or to perform tasks that endanger their health or safety.

7.2 The Board shall give full support to the administrators including legal and insurance coverage as is presently carried, for court action brought by parents or citizens against the administrator which acting in the proper discharge of the administrator's duties and shall give full support including legal and insurance coverage as is presently carried for any assault upon the administrator while acting in the proper discharge of the administrator's duties.

7.3 Whenever an administrator is absent from employment and is unable to perform his/her duties as a result of wrongful assault sustained in the course of his/her employment, no part of such absence shall be charged to his/her personal or accumulated sick leave. Pay for the administrator shall not be forfeited due to said absence.

7.4 Administrators shall immediately report cases of assault suffered by them in connection with their employment to their immediate supervisor. Such notification shall be immediately forwarded to the Superintendent (or his/her designee) and the administrator shall comply with any reasonable request from the Superintendent for information in the possession of the administrator relating to the incident or the person involved. The Superintendent shall act in appropriate ways in liaison between the administrator, the police and the courts.

7.5 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.

7.6 The Board shall provide each administrator with a statement of all liability insurance coverage specifying the name of the carriers and policy limits. This statement shall become an appendix to the contract (Appendix B).

7.7 The Board shall reimburse administrators for the replacement of any clothing or other personal property damaged or destroyed as a result of assault or by accident not caused or significantly contributed to by negligence of the administrator while on duty in the school, on the school premises, or at a school sponsored activity. Total reimbursement shall be limited to the uninsured actual cash value of the clothing or personal property or one thousand dollars (\$1,000.00), whichever is less.

7.8 The Board shall protect an administrator from public charges of impropriety concerning teaching methods and materials under his/her control, as long as the administrator has functioned within the bounds of Board policies. It is agreed that the Superintendent is free to issue directives that interpret Board policies to meet specific situations as they arise.

The Board shall not require that any administrator act in an unprofessional or illegal manner with respect to the disclosure of personal information received by an administrator from the students or staff in his/her charge.

7.9 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.

## ARTICLE VIII

### DEFINITION OF CONTRACT

8.1 a. Administrators under contract requiring Two Hundred and Twenty (220) or more duty days, shall, unless otherwise agreed by the Superintendent, work all regular school days and five (5) days at the beginning of the school year and five (5) days at the end of the school year. Remaining duty days shall be scheduled jointly by the administrator and his/her immediate supervisor with ten (10) duty days being scheduled at the option of the Superintendent. (Please refer to Appendix C for number of duty days per position.)

b. It is agreed that the ten (10) duty days scheduled by the Superintendent shall, except in the case of emergency, be scheduled in weekly i.e. five (5) day blocks. The Superintendent shall, except in the case of emergency, give administrators at least two (2) months notice of the weeks during which they will be required to serve the ten (10) duty days.

8.2 Administrators under contract requiring Fifteen (15) duty days beyond teacher contracted days shall work the regular school calendar plus five (5) days at the beginning and five (5) days at the end of the school year. The remaining days shall be scheduled by the District.

8.3 The per diem calculation of an administrator's salary shall be derived by dividing the administrator's annual salary by his/her number of contracted duty days per Appendix C.

8.4 The Board recognizes the need for balance in the professional and personal lives of administrators. In order to provide for their health and well-being, the Board encourages administrators not to exceed their contracted number of workdays.

8.5 a. Duty days per Appendix C will not be reduced during the life of this Agreement. If, during subsequent agreements, an administrator's required number of duty days is reduced, his/her salary shall be reduced by an amount equal to the administrator's per diem salary multiplied by the number of duty days by which such administrator's position has been reduced. If an administrator's salary is affected by a change in Category or a reduction in work days, any corresponding reduction in compensation will be phased over a two year period if the amount of reduction exceeds the sum of \$2500. Said reduction will be based on the salary schedule in effect at the time the reduction is effected.

b. Any notice to an administrator of a reduction of his/her duty days shall be within the time lines set forth in Sections 4.1 and 4.7 of this Agreement.

## ARTICLE IX

### RATES OF PAY

9.1 A salary index will be established for each category of administrative positions, with minimum and maximum steps (Appendix C, Position Classification and Salary Range).

9.2 (a) No minimum salary will be less than one hundred percent (100%) of the maximum teachers salary for that same year computed on a per diem basis. No individual administrator's salary can be below the minimum or above the maximum for his/her category. Administrators who presently exceed the maximum salary for his/her category shall be "hold harmless".

(b) Total Compensation - Administrators who have successfully completed at least two (2) years of service may select to be compensated in salary, an amount equal to ninety-nine percent (99%) of their total compensation. For purposes of his agreement total compensation is defined as salary determined in Section 9.4, below, and an amount equal to the district's cost of health care and dental insurance benefits stipulated in Article XI. No individual administrator's salary can be above the maximum except for administrators who exercise the option cited above or administrators who presently exceed the maximum salary for her/his category and are "held harmless". Administrators choosing to access total compensation must make their request in writing to the superintendent and all necessary paperwork must be completed not later than April 18, with the exception of 2007, when paperwork must be completed not later than the last workday in July.

9.3 Administrators shall receive their pay in twelve (12) installments based upon best accounting practice as determined by the business office. Installments shall commence with the last working day of the month prior as in past practice. No changes to this delivery system shall be made except by negotiated agreement.

9.4 Compensation for the year of this Agreement shall be as follows:

a. Salaries for administrative positions will be increased by five percent (5%) based on the salary effective July 1, 2007. administrators whose salaries fall below the amount called for by the criteria in Section 9.2 will have their salary adjusted to meet the standards. See Appendix C, Salary Chart.

b. 2008-2009 – Salaries for administrative positions will be increased by 4.5% based on the salary effective July 1, 2008.

c. 2009-2010 – Salaries for administrative positions will be increased by 4.5% based on the salary effective July 1, 2009.

d/ Recent Administrator Salary Adjustments – all newly hired administrators will receive an additional salary increase of \$200 per year in years two (2) through six (6) of

consecutive employment and a total not to exceed \$1,000. This benefits will also apply retroactively to administrators hired within the last five (5) years and whose per diem salary in FY08 would be less than \$390.00.

## ARTICLE X

### GRIEVANCE AND ARBITRATION PROCEDURES

#### 10.1 Definitions

- a. A grievance is a claim made by the Association or an Administrator that there has been a violation, misinterpretation, or misapplication of provisions of the Agreement.
- b. A "grievant:" is either the Administrator or the Association making the claim of violation.
- c. All days specified in this Article shall mean workdays.

#### 10.2 Purpose

To settle equitably and promptly any question arising out of the provisions of Section 10.1 of this Article.

##### Level One:

Between the Administrator and his/her supervisor. A written grievance must be presented to the immediate supervisor within ten (10) days of the Administrator's reasonable knowledge of the occurrence(s) of the basis of the grievance. A hearing will be held within two (2) days of the receipt grievance. The supervisor will give his/her answer within two (2) days of the date of hearing. It will include the specific reasons for reaching whatever conclusion is made. If no satisfactory settlement is reached at this level, the grievance may be submitted in writing to Level Two.

##### Level Two:

A copy of the grievance and the Level One response shall be forwarded to the Superintendent of Schools or his/her designee within five (5) days of the receipt of the Level One response. The Superintendent or his/her designee will hold a hearing within five (5) days of the receipt of the grievance and will give the written answer within five (5) days with the specific reasons for reaching whatever conclusion is made.

If satisfactory settlement is not reached, the grievance may be submitted to arbitration subject to the provisions of Level Three of this Article X.

Level Three:

A demand for final and binding arbitration must be filed within twenty (20) days of the receipt of the Level Two response. Failure to do so will result in the grievance being considered withdrawn and cannot be resubmitted. Arbitration procedures shall follow the voluntary labor arbitration rules of the American Arbitration Association.

10.3 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 that party will bear full costs for the transcript.

10.4 The Board acknowledges the right of the Association's grievance representative to participate in the processing of a grievance at any level. The grievant shall not be required to discuss any grievance if the Association's representative is not present.

10.5 No grievance shall be considered under this Article unless it is presented in the manner set forth herein within ten (10) days of the administrator's reasonable knowledge of the occurrence(s) or reoccurrence(s) of the basis of the grievance.

10.6 The time periods specified in this procedure may be extended by mutual agreement.

10.7 Provided the Association and the Superintendent agree, Level 1 and/or Level 2 of the grievance procedure may be bypassed and the grievance brought directly to the next level. Class grievances involving an administrator may be filed by the Association at Level 2.

10.8 No reprisals of any kind will be taken by the Board or the Superintendent against any administrator because of his/her participation in this grievance procedure.

10.9 The parties to this contract will cooperate in the investigation of any grievance and either party will provide to the other such information as is reasonably requested and reasonably available for the processing of any grievance.

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

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

10.12 In no event shall an arbitrator have the authority to add to or subtract from, alter, or modify any of the provisions of this Agreement.

## ARTICLE XI

### INSURANCE

11.1 The Board agrees to maintain in effect insurance plans for all eligible administrators, so long as they remain on the Burlington School District payroll, equal to or better than that provided for by this Agreement.

11.2 (a) The Board itself will not pay the benefits referred to in Section 11.1, but will obtain policies or contracts from insurance companies which will administer said benefits. Failure by an administrator to comply with all rules, regulations, and requirements of the insurance companies that result in coverage will not cause the Board to pay any claim.

(b) Administrators will be given the choice of participating in any or all of the insurance benefits cited below or to receive in salary an amount equivalent to the Burlington School District's cost of the Blue Cross/Blue Shield – VEHI Dual Option Plan for which they qualify with the exception of family health insurance costs. Those that qualify for family health benefits will receive an amount equal to the District's cost for a two (2) person health benefit.

11.3 Should any Federal or State legislation become effective during the term of this Agreement providing benefits paralleling any of those referred to above and imposing the cost thereof on the Board, the disposition hereunder shall be subject to negotiations.

11.4 The Board will provide group term life insurance protection for each administrator, face amount of \$50,000 to be paid to the administrator's estate or designated beneficiary. In the event of accidental death, the insurance will pay double the specified amount.

Provided that neither the costs to the Board nor the coverage to the group described above are adversely affected, the Board will make available to each Administrator the opportunity to buy an additional thirty seven thousand, five hundred dollar (\$37,500.00) term life insurance protection.

11.5 a. In accordance with the regulations of the insurance carrier, an administrator will have the option of three insurance programs.

1) Blue Cross/Blue Shield Health Plan JY-Plan B; Managed-Care with (single, two-person or family) coverage to be determined by the administrator plus extended major medical coverage in the amount of \$1,000,000 will be made available to each administrator.

2) Blue Cross/Blue Shield Health Plan JY-Plan E; Managed-Care with a deductible of \$250 per member per year (maximum of 3 deductibles per family).

3) Blue Cross/Blue Shield - VEHI Dual Option Plan; \$5.00 per visit to a physician.

Such coverage shall be subject to the waiting periods, application procedures, transfer or reapplication requirements of the carrier. In no event shall the Board be obligated to directly provide such medical coverage, but shall be responsible solely for making such insurance available for administrators. Levels of protection currently provided under such Plans shall not be reduced during the term hereof without mutual agreement of the parties hereto. However, changes initiated by the insurance carrier shall not be considered impermissible changes.

The Board's cost for an administrator's health care insurance shall be pro-rated for administrators who are less than full-time district employees, including all employment with the district.

b. The Board shall pay a percentage of the VEHI premium for each administrator for his/her choice of either a single, two-person or family insurance plan according to the following schedule:

2007 - 2010 86%

If the administrator chooses a VEHI plan, the administrator will pay the remaining percentage of the premium. If the administrator chooses a single, two person or family plan under either the JYE plan or the JYB, the Board shall pay an amount equal to its portion of the VEHI plan premium and the administrator will pay the remaining amount of the premium.

c. The Board shall establish and maintain for administrators a 125K Plan through which administrators will make their health care premium contributions from their paychecks unless they elect not to participate in the 125K Plan and/or refuse insurance coverage per §11.7.

d. It is agreed that the Board may not change insurers without the prior approval of BAA if the proposed coverage is less than the existing coverage.

11.6 a. The Board agrees to pay the full cost for an individual dental plan and for those administrators on the two-person or family dental plan, seventy percent (70%) of the difference in cost between the costs for an individual plan and the cost of the plan selected by the administrator.

b. The Board shall make appropriate deductions from the salary of administrators depending on the plans selected by administrators pursuant to subsections (a) and (b).

#### 11.7 Medical Health Insurance Savings Pay Back

An administrator other than an administrator 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 administrator was eligible under rules of the carrier and pursuant to this Agreement, due to the waiver of such coverage by the administrator. The payment shall be for Board savings during the year prior to the payment.

11.8 The Board agrees to establish a joint committee with BAA with the purpose to develop a group long term disability plan to be in place no later than July 1, 2009.

ARTICLE XII

LEAVES OF ABSENCE

12.1 Personal Leave

a. Each administrator shall have five (5) days to be taken at the discretion of the administrator for all purposes such as religious holidays, weddings, personal business, etc. Discretion days shall not be used to travel to or return from vacations. Discretion days shall be non-cumulative and shall be paid leave.

b. Bereavement Leave

The Board shall grant up to three (3) days bereavement leave to an administrator in any one year and up to two (2) additional days may be granted by the Superintendent to allow for travel. Bereavement leave under this Article is defined as leave to attend funerals of:

|               |              |                      |
|---------------|--------------|----------------------|
| Spouse        | Children     | Father-in-Law        |
| Parents       | Grandparents | Mother-in-Law        |
| Grandchildren | Son-in-law   | Daughter-in-Law      |
| Sisters       | Brothers     | Immediate Aunt/Uncle |

Bereavement leave shall be non-cumulative and shall be paid leave.

c. Procedure

To be eligible for a leave of absence under this Section, written notice shall be presented to the administration at least twenty-four (24) hours prior to any such leave of absence, except in a case of emergency in which case as much advance notice as is reasonably possible shall be given to the administration.

12.2 Sick Leave

a. Administrators will begin the contract year with credit of twenty (20) days of sick leave at their applicable salary rate for the time lost due to sickness or accident other than in connection with their employment. Unused sick leave shall accumulate to a total equivalent to the number of duty days specified in the individual contract of the administrator.

b. The Board’s Parental, Medical and Family Care Leave Policy, GCBDC, as it may be amended from time to time by the Board to comply with changes in state and federal law is incorporated herein by reference. Please refer to Policy GCBDC, §II (A2) relating to administrator’s use of sick leave for own his/her illness and to care for family members, etc.

c. If the administrator has the maximum number of accumulated sick days allowable

under this provision at the beginning of the fiscal year (July 1), none of the accumulated days shall be used until the current year's twenty (20) days are exhausted.

d. The immediate supervisor and/or the Superintendent may request medical evidence when sick leave absence under this Section exceeds five (5) consecutive work days.

12.3 The Board will comply with its statutory responsibilities with regard to an employee who is absent due to work-connected illness or accident (workmen's compensation).

12.4 Release time and visiting days: The Superintendent of Schools may grant release time to members of the administrative staff without loss of pay for attendance at meetings, conferences, and/or visitations.

12.5 Parental Leave: The Board's Parental, Medical and Family Care Leave Policy GCBDC will apply with the following additions:

a. No leave may be for a period in excess of one (1) year and the administrator shall specify the leave period sought in the written request.

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

c. An administrator who is pregnant may continue in active employment as late into her pregnancy as she desires provided she is able to properly perform her required functions.

12.6 Leaves of absence may be granted by the Board upon request and on the recommendation of the Superintendent for professional improvements, exchange administering, Peace Corps, Teacher Corps, and the best interest of the School Department. Said leaves shall be paid or not paid at the discretion of the Board.

12.7 Military leave of absence shall be granted by the Board in accordance with existing State and Federal Statutes.

12.8 An administrator who is granted a leave of absence under the provisions of 12.6 or 12.7 shall have the following benefits and reemployment rights.

a. Upon return to the Burlington School System, said administrator shall immediately be assigned the same position or a position equivalent to the one which he/she held at the time the leave commenced, except that if parental leave was scheduled for less than, and did not exceed six (6) weeks, the administrator will be assigned upon return to the same position held immediately prior to the commencement of the leave.

b. Upon return to the Burlington School System, the administrator's 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. The administrator shall not be entitled to salary credit for any year during which the administrator missed more than one-half (1/2) the work year between July 1 and June 30, unless after application therefore, the administrator is able to satisfy the Superintendent that the time was spent in administration, professional study, or other pursuits which logically produce growth in administrative competence. The decision of the Superintendent on this issue shall be final. Salary credit shall mean that portion of an administrator's salary increase attributable to the increase of the maximum for such administrator's salary range from the year in question to the year of return.

For Leave under 12.5, the Board's Parental, Medical and Family Care Leave Policy, GCBDC, will govern benefits and employment rights.

12.9 For sick leave beyond that accumulated, or leave for family illness beyond the provision Article 12.2, the per diem deduction will be in accordance with the individual administrator's annual contract. The Board may choose to extend the paid amount of leave time under this provision (12.9).

12.10 Leave for any reason not addressed in this Agreement will be granted and paid or not paid at the discretion of the Board consistent with Policy GCBDC.

12.11 For an unauthorized leave of absence, the deduction will be as described in Article 12.9. This section will not operate to deny the Board any other rights to deal appropriately with unauthorized leave.

## ARTICLE XIII

### PROFESSIONAL GROWTH AND DEVELOPMENT

13.1 a The Board will pay the full cost of administrator training that the Board deems essential except for that necessary to maintain certification or obtain remediation (see section (b) and except as qualified by section d.

b. Beginning July 1, 2007 and through June 30, 2010, the Board shall provide annually an amount equal to the cost of three (3) graduate credits at the University of Vermont for purposes of professional growth and development, and for attendance at professional conferences. These monies may be used for the purpose of professional renewal, maintenance of professional knowledge and skills, for expansion of skills in the area of educational administration, and for remediation of knowledge or skill deficits as perceived by the administrator or the administrator's supervisor. Reimbursement shall be contingent upon prior approval of the Superintendent or the Superintendent's designee. Reimbursable expenses may include books, periodical subscription, conferences (including tuition and travel expenses), workshops, courses, and dues for organizations whose primary goal is the improvement of management, instruction, and curriculum and which have no significant objective of dealing with members' salaries, benefits, or conditions of employment. Receipts are necessary for pre-payments and/or for reimbursements. Unencumbered monies may not be carried over into future years. For purposes of this section, "years" shall be considered the contract year that begins on July 1 and ends on June 30.

c. Beginning July 1, 2007 through June 30, 2010, the Board shall provide up to five hundred dollars (\$500) per association member annually for the purposes of paying dues and membership fees to organizations whose primary goal is the improvement of management, instruction, curriculum and professional skills. Reimbursement shall be contingent upon prior approval of the Superintendent or the Superintendent's designee.

d. Decisions of the Superintendent concerning reimbursement of expenses under section 13.1(b) and 13.1 (c) may be appealed to the Board or Committee of the Board, whose decision shall be final.

## ARTICLE XIV

### NOTICE UNDER AGREEMENT

14.1 Whenever written notice to the Board is provided for in this Agreement, such notice shall be addressed to the Superintendent of Schools, at the appropriate legal address for school business purposes. Whenever written notice to the Association is provided for in this agreement, such notice shall be addressed to the President of the Association at his/her home address. Either party by written notice may change the address at which future written notices to it shall be given.

## ARTICLE XV

### MISCELLANEOUS PROVISIONS

15.1 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 application shall continue in full force and effect.

15.2 Any individual contract between the Board and an individual Administrator, 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 this Agreement, this Agreement, during its duration, shall be controlling.

15.3 The Board and the Association agree that there shall be no discrimination in the hiring, training, assignment, promotion, transfer, or discipline of administrators or in the application or administration of this Agreement on the basis of race, creed, color, religion, national origin, sex, domicile, sexual orientation or marital status.

15.4 Copies of this Agreement shall be printed at the expense of the Board within thirty (30) days after the Agreement is signed and distributed to all administrators now employed or hereafter employed by the Board.

15.5 Physical examinations as required by the Board shall be at the expense of the Board and will be done by a physician mutually agreed to by the Superintendent and the Administrator. If mutual agreement on a physician to conduct a physical examination cannot be reached, the Superintendent shall make the selection.

15.6 The Board will permit the use of the School Department mail run by the Association for the distribution of Association organizational materials. Such distribution shall not be 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 15.6

15.7 Administrator Travel Reimbursement (Conferences and Meetings)

a. Administrators shall receive the same per mile rate paid by the State of Vermont as of July 1 of each year for use of a personal vehicle to conduct all required or assigned school department duties and responsibilities.

b. Administrators may be allowed commercial travel expense via airplane or bus when approved.

c. Administrators will be reimbursed for approved out-of-pocket expenses such as

meals, overnight accommodations, and conference registration fees.

d. If utilization of a personal vehicle is required, said requirement shall be in writing to the administrator from the Board of School Commissioners or the Superintendent.

#### 15.8 Phone Requirement

If a home telephone is required, the Board or the Superintendent shall so state in writing. Administrators will be reimbursed for actual phone costs of work related business conducted at home.

15.9 a. New administrative positions shall be rank ordered by the Superintendent prior to hiring someone to fill them. The President of the Association shall be told of the placement and shall be given an opportunity to discuss the placement of the administrative position with the Superintendent within ten (10) days of receiving the notification. If after this discussion the Association wishes to appeal the placement decision of the Superintendent, it shall submit a request for a hearing to the Committee of the Board within ten (10) days of the conference between the President of BAA and the Superintendent. At the hearing of the Committee, BAA shall present an alternative placement in the rank order along with substantiating reasons. The Committee shall make the final determination in this matter.

b. Any administrator of the Association may request that the Superintendent change the rank order of his/her position for cause. If the Superintendent agrees with the result, the process written in 15.9(a) shall be followed. If the Superintendent disagrees, the administrator may appeal to the Committee of the Board under the conditions stipulated in 15.9(a).

c. The Superintendent may change the rank order of existing positions. The notice and appeal provisions of 15.9(a) shall apply to any such action by the Superintendent.

d. Should the rank order level decision of the Superintendent or the Committee result in a new rank order category, then the Superintendent will establish a meeting with the President of BAA in order to mutually agree upon a salary range and related benefits. Failure to agree to such shall invoke impasse and subsequent procedures described in Article 2.3 and the remainder of Article 2 shall apply.

## ARTICLE XVI

### NO STRIKE CLAUSE

16.1 The Association and the Board subscribe to the principle that differences shall be resolved by peaceful and appropriate means without interruption of the school program. The Association agrees that there shall be no strikes, work stoppages, or other concerted refusal to perform work by the administrators covered by this Agreement, no any instigation thereof during the life of this Agreement.

## ARTICLE XVII

### DURATION OF AGREEMENT

17.1 This Agreement is effective from July 1, 2007 at 12:01 a.m. and shall continue in full force and effect until 12 o'clock midnight, June 30, 2010, and from year to year thereafter unless written notice of desire to terminate or modify this Agreement is given by either party to the other by certified mail on or before November 1, 2009, or on a subsequent November 1st.

## ARTICLE XVIII

### FINAL RESOLUTION

18.1 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.

#### 18.2 ACKNOWLEDGEMENT OF ARBITRATION

The parties understand that this Master Agreement contains an agreement to arbitrate, and that after signing this Agreement the parties covered by this Agreement will not be able to bring a lawsuit concerning any dispute that may arise which is subject to arbitration under this Agreement, unless it regards a question of Constitutional or Civil Rights, instead, the parties agree to submit any dispute to an impartial arbitrator.

In accordance with 12 V.S.A. §5652(b).

Agreed to at Burlington, Vermont this \_\_\_\_\_<sup>th</sup> day of June, 2007.

Witnessed by:

\_\_\_\_\_

By: \_\_\_\_\_  
Thomas Fleury, Board Chairperson  
Burlington School District

Witnessed by:

\_\_\_\_\_

By: \_\_\_\_\_  
Amy Mellencamp, President  
Burlington Administrator's Association



## APPENDIX B

### INSURANCES

Group Life Insurance shall be in the amount of \$50,000. Premium to be paid in full by the Burlington Board of School Commissioners. Policy will provide:

1. For double the specified amount in case of accidental death or dismemberment.
2. Option to purchase additional amounts of coverage at the group rate with the administrator paying the premium.
3. Option to convert policy to individual payment at the termination of employment.

#### Liability Insurance Coverage

Educational Liability:

1. Liability - \$1,000,000 per occurrence
2. Retention - \$1,000 per occurrence

Liability:

1. Combined Bodily Injury and Property Damage - \$3,000,000 per occurrence
2. Umbrella (extended coverage) - \$7,000,000

APPENDIX C

POSITION CLASSIFICATION AND SALARY RANGES

|                   | <b>POSITION</b>  | <b>FY 2008</b>                   | <b>FY 2009</b>                   | <b>Fy 2010</b>       |
|-------------------|--|----------------------------------|----------------------------------|----------------------|
| <b>CATEGORY 1</b> | 201 DAYS<br><b>Middle School<br/>Assistant<br/>Principals</b>                                    | MINIMUM<br>\$76,782<br>\$382 P/D | MINIMUM<br>\$78,792<br>\$392 P/D | MINIMUM<br>\$TBD P/D |
|                   | <b>Directors of:<br/>H.S. Guidance<br/>Horizon<br/>School Psychologist<br/>Clinical Services</b> | MAXIMUM<br>\$91,680              | MAXIMUM<br>\$96,264              | MAXIMUM<br>\$101,077 |
| <b>CATEGORY 2</b> | 220 DAYS<br><b>Middle School<br/>Principals</b>  | MINIMUM<br>\$84,040<br>\$382 P/D | MINIMUM<br>\$86,240<br>\$392 P/D | MIMUM<br>\$TBD P/D   |
|                   | <b>Elementary<br/>Principals</b>   | MAXIMUM<br>\$103,903             | MAXIMUM<br>\$109,098             | MAXIMUM<br>\$114,553 |
| <b>CATEGORY 3</b> | 225 DAYS<br><b>H.S Assistant Principals</b>  | MINIMUM                          | MINIMUM                          | MIMUM                |
|                   | <b>H. S. Assistant Principal</b>   | \$85,950<br>\$382 P/D            | \$88,200<br>\$392 P/D            | \$TBD P/D            |
|                   | <b>Directors of:<br/>BTC<br/>Continuing Education<br/>E.E.E.C.<br/>OnTop</b>                     | MAXIMUM<br>\$97,792              | MAXIMUM<br>\$102,193             | MAXIMUM<br>\$106,791 |
| <b>CATEGORY 4</b> | 227 DAYS<br><b>High School<br/>Principal</b>   | MINIMUM<br>\$86,714<br>\$382 P/D | MINIMUM<br>\$88,894<br>\$392 P/D | MINIMUM<br>\$TBD P/D |
|                   |  | MAXIMUM<br>\$110,015             | MAXIMUM<br>\$114,965             | MAXIMUM<br>\$120,139 |

## APPENDIX D

## ADMINISTRATOR SENIORITY

As of July 1, 2007

| NAME                 | POSITION          | LOCATION   | FTE | DOH     | SVS<br>YRS |
|----------------------|-------------------|------------|-----|---------|------------|
| ALIUQUO, Mark        | Director          | BTC        | 1.0 | 7/1/00  | 7          |
| AMATO, Richard       | Asst Principal    | Hunt       | 1.0 | 5/17/99 | 8          |
| AYER, Bonnie         | Principal         | Flynn      | 1.0 | 7/1/00  | 7          |
| BOWEN, Paula         | Principal         | Barnes     | 1.0 | 7/1/02  | 5          |
| CARROLL, Linda       | Principal         | Hunt       | 1.0 | 8/9/88  | 19         |
| CARRUTH, Lorie       | Principal         | Smith      | 1.0 | 6/15/01 | 6          |
| EGRI, Guy            | Principal         | Edm. Elem. | 1.0 | 8/9/88  | 19         |
| GIESE, Beth          | Asst Principal    | BHS        | 1.0 | 7/15/92 | 13.5       |
| IRVINE, Joyce        | Principal         | Wheeler    | 1.0 | 7/1/04  | 3          |
| JOHNSON-ATEN, Bonnie | Principal         | EMS        | 1.0 | 7/1/06  | 1          |
| LANGSTON, Diana      | Director          | EEEC       | .75 | 7/1/07  | 0          |
| MELLENCAMP, Amy      | Principal         | BHS        | 1.0 | 7/1/00  | 7          |
| MURPHY, Frank        | Director          | Horizon    | 0.5 | 6/27/01 | 2.5        |
| PEREZ, Herb          | Asst Principal    | BHS        | .5  | 7/1/07  | 0          |
| RITTER, David        | Director          | OnTop      | 0.5 | 9/15/93 | 8          |
| ROBERT, Donna        | Asst Principal    | EMS        | 1.0 | 7/1/06  | 1.5        |
| WEAVER, D. G.        | Asst Principal    | BHS        | 1.0 | 8/28/90 | 17         |
| WESLEY, Patty        | Director/Guidance | BHS        | .5  | 7/1/07  | 0          |
| ZAHNISER, Nancy      | Principal         | Champlain  | 1.0 | 8/7/79  | 28         |
|                      |                   |            |     |         |            |