

**Resolution Relating to**

**EXERCISE OF FINALITY OF DECISION BY SCHOOL BOARD**

**RESOLUTION** \_\_\_\_\_

Sponsor(s): \_\_\_\_\_  
Introduced: \_\_\_\_\_  
Referred to: \_\_\_\_\_  
\_\_\_\_\_  
Action: \_\_\_\_\_  
Date: \_\_\_\_\_

**CITY OF BURLINGTON**

In the year Two Thousand Seventeen .....

Resolved by the Burlington, Vermont Board of School Commissioners, as follows:

1           WHEREAS, this School Board (Board) has been engaged in collective bargaining with the Teachers  
2 Unit of the Burlington Education Association, Inc. (BEA) since late 2016 for the purpose of reaching  
3 agreement on the terms of a successor Agreement to the Agreement which expires on August 31, 2017; and

4           WHEREAS, the Board and BEA met regularly through their respective bargaining committees into  
5 March of 2017, but were not able to reach a negotiated agreement, and impasse was acknowledged; and

6           WHEREAS, on April 11 and May 31 of 2017, the parties participated in a mediated factfinding session  
7 under the auspices of mediator/factfinder Michael Ryan, Esq., per the process set forth in Title 16 Vermont  
8 Statutes Annotated, Chapter 57, Sections 2006 and 2007, where the mediation portion of this process did not  
9 result in agreement; and

10           WHEREAS, the parties submitted their written factfinding positions to Michael Ryan, Esq. on June 7,  
11 2017 and Mr. Ryan communicated his non-binding Report and Recommendations concerning some but not all  
12 of the issues that remained in dispute between the parties on July 17, 2017; and

13           WHEREAS, following issuance of Mr. Ryan’s Report and Recommendations, the parties met on July  
14 25, August 8, and August 24 but were unsuccessful in reaching agreement on the major issues that remained in  
15 dispute between the parties; and

16           WHEREAS, on August 31, 2017, the parties met with Mediator Ira Lobel in a further but again  
17 unsuccessful attempt to reach agreement based in part on the recommendations of the Factfinder, instead

**Page 2**  
**Resolution Relating to**  
**EXERCISE FINALITY OF DECISION**  
**BY SCHOOL BOARD**

18 continuing to remain significantly apart in their respective positions on salary, health insurance and  
19 operational proposals; and

20 WHEREAS, it now has become clear to the Board that a mutually agreed upon settlement for the  
21 2017-2018 contract year is not reasonably foreseeable; and

22 WHEREAS, the Board has consequently concluded that it needs to bring negotiations for 2017-2018 to  
23 a close through the exercise of its Finality of Decision rights under 16 V.S.A. Section 2008 with regard to all  
24 items remaining in dispute between the parties; and

25 WHEREAS, the Board has the highest regard for the professional contributions of our teachers to the  
26 District's success, but is constrained by today's economic realities.

27 NOW, THEREFORE, IT IS RESOLVED that in accordance with Title 16 Vermont Statutes  
28 Annotated, Chapter 57, Section 2008 the following final decisions are hereby made by the Board of School  
29 Commissioners as a matter of Policy concerning the matters in dispute in negotiations with the BEA for the  
30 one year period of September 1, 2017 through August 31, 2018 (the Contract Year):

- 31 1. Salary compensation for covered employees shall be increased at a new money cost to the  
32 Board of 2.4% inclusive of step movement as proposed by the Board.
- 33 2. Article XXII Section 22.1(a), (b) and (c) shall be amended to require that from July 1, 2017 to  
34 December 31, 2017, the Board will contribute for each plan the same monthly dollar amount  
35 that the Board paid during the 2016-2017 contract year toward the cost of health insurance  
36 coverage for the same medical insurance plans that were provided to teachers during the 2016-  
37 2017 contract year. For January 1, 2018 to August 31, 2018, the Board shall contribute for  
38 each teacher 80% of VEHI's Gold CDHP plan. In addition, the District will establish a Health

**Page 3**  
**Resolution Relating to**  
**EXERCISE FINALITY OF DECISION**  
**BY SCHOOL BOARD**

39 Reimbursement Account (“HRA”) and will pay the following amounts: a) Single: Up to \$2,100  
40 after employee incurs first \$400 of out of pocket costs; b) Parent/Child(ren): Up to \$4,200 after  
41 employee incurs first \$800 of out of pocket costs; c) Two adults: Up to \$4,200 after employee  
42 incurs first \$800 of out of pocket costs; and d) Family: Up to \$3,800 after employee incurs first  
43 \$1,200 of out of pocket costs. Lastly, the District will pay the administrative cost of the HRA  
44 and all administrative decisions not specified herein will be the responsibility of the Board.

45 3. Article VI, Section 6.8(a) shall be amended by deleting the first paragraph and inserting in lieu  
46 thereof: Current practices remain in place until January 30, 2018. A five day work week  
47 consists of 2,325 minutes (7.75 hours per day). Effective January 30, 2018, teachers in grades  
48 9 through 12 inclusive shall be assigned not more than 1, 275 minutes of course instruction per  
49 week. All time within the seven and three-quarter hour work day which is not assigned for  
50 course instruction, duty free lunch, or the minimum required duty free planning time shall be  
51 subject to administrative assignment, limited to: 1) Teaching another course section only if  
52 mutually agreed to by the teacher and principal; 2) Support a caseload of independent study  
53 students; 3) Perform remedial academic intervention; and 4) Supervise and support study hall.

54  
55 4. The Board shall incorporate into the Contract several of the Elementary School operations  
56 proposals made by the BEA. 1) Article VI, Section 6.8 shall be amended adding a new  
57 subsection (d) to provide, effective January 30, 2018, teachers in grades K through 5 shall be  
58 relieved from door duty in the time before and after the Elementary student day. The resulting  
59 professional time before and after the student day shall be at the discretion of the principal to be

**Page 4**  
**Resolution Relating to**  
**EXERCISE FINALITY OF DECISION**  
**BY SCHOOL BOARD**

60 used for (but not limited to) attending IEP or 504 meetings, parent communication, student  
61 behavior/safety meeting, management of student records, report card or progress monitoring,  
62 district email communication, grading, planning (both individual and team), classroom setup,  
63 materials management, and student academic support. The Board shall use reasonable efforts  
64 to not schedule duties beyond those outlined above during this time. 2) Article VIII, Section  
65 8.9 and Article VI, new subsection 6.8(d) shall also include language stating that elementary  
66 school teachers, except in the case of emergency, will not be required to attend staff meetings  
67 during the weeks that report cards are due or during parent-teacher conference weeks and that  
68 elementary school teachers will be required to attend no more than two schoolwide evening  
69 meetings per year, excluding open house and events that are an integral part of a teacher's  
70 curriculum, such as a band teacher attending a band concert. 3) Article VIII, Section 8.1 shall  
71 be amended to include that elementary teachers will be granted a duty-free lunch period of not  
72 less than 25 minutes.

73 5. Article XVIII, Section 18.3 shall be amended to provide that in the event the parties fail to  
74 reach agreement on a successor Contract by the end date of the current Contract, all terms and  
75 conditions of the current Contract shall remain in effect and unchanged until a successor  
76 contract is ratified by the parties, including all fringe benefits (if still available from existing  
77 providers) at the current contribution levels. Salaries shall remain unchanged until a successor  
78 contract is ratified by the parties, irrespective of past practice or any language in the current  
79 Contract regarding salary schedule step placement or advancement, or horizontal/column  
80 movement.

**Page 5**  
**Resolution Relating to**  
**EXERCISE FINALITY OF DECISION**  
**BY SCHOOL BOARD**

- 81           6.       Article XIX, Section 19.8 shall be amended to provide that teachers will be paid bi-weekly with  
82                   the first payment occurring not later than August 31. Remove the requirement to change  
83                   paydays during vacations.
- 84           7.       Section 22.5 shall be amended to provide that the following sentence shall be deleted: “The  
85                   payment shall be for board savings during the year prior to the payment.” Section 22.5 shall be  
86                   further amended to provide that this benefit is available only to members of the bargaining unit  
87                   as of September 1, 2017.
- 88           8.       Section 23.9 shall be amended to provide that assignment upon return from leave of absence a  
89                   teacher shall be assigned to a position within his/her designated tenure area.
- 90           9.       Appendix C shall be amended to provide that benefits to part time teachers working less than  
91                   0.5 FTE, even recalled to such a position, shall not be entitled to benefits. Appendix C shall be  
92                   further amended to strike the final paragraph and instead provide that a teacher recalled to a  
93                   part time position shall receive pro-rated benefits.
- 94           10.      Appendix E shall be amended be replacing references to “salary index” with “salary schedule.”
- 95           11.      Appendix F shall be amended to include the 2017-2018 calendar.
- 96           12.      Article III, Section 3.1 shall be amended to provide that the Board and the Association agree to  
97                   meet not later than October 1 prior to the expiration of this Agreement for the purpose of  
98                   commencing negotiations for a successor to the Agreement unless negotiations for a prior  
99                   agreement are unresolved.

**Page 6**  
**Resolution Relating to**  
**EXERCISE FINALITY OF DECISION**  
**BY SCHOOL BOARD**

- 100           13.    Article IV, Section 4.7 shall be amended to provide that access to the full text of this  
101                    Agreement shall be made available to all teachers within thirty (30) week days after the  
102                    Agreement is signed.
- 103           14.    Article IV, Section 4.8 shall be amended to provide that notice under the Agreement shall be  
104                    addressed to the Chair of the Burlington Board of School Commissioners and the  
105                    Superintendent of Schools at 150 Colchester Avenue, Burlington, Vermont 05401 or the then  
106                    current address.
- 107           15.    Article XII, Section 12.1(a) shall be amended to provide that all notices of positions shall be  
108                    posted on the District web site. Section 12.1(d) shall be deleted in its entirety.
- 109           16.    Article XIX, Section 19.6 shall be amended to provide that Teachers performing extracurricular  
110                    duties described in Appendix B shall be paid pursuant to that appendix.
- 111           17.    Article II, Section 2.1 shall be amended to provide that the Contract shall be effective from  
112                    September 1, 2017 to August 31, 2018.
- 113           18.    Article VI, Section 6.10 and Appendix G shall be amended to provide that the location of  
114                    assignment must be provided by the end of the preceding school year.
- 115           19.    The last sentence in Article VIII, Section 8.7 shall be deleted, eliminating “traditional Fridays”,  
116                    the right of teachers to leave after their last class of the day by in no event earlier than 2:00  
117                    P.M. on Fridays and the day preceding vacation periods irrespective of the seven hour, forty-  
118                    five minute restriction.

**Page 7**  
**Resolution Relating to**  
**EXERCISE FINALITY OF DECISION**  
**BY SCHOOL BOARD**

- 119           20.     Article VIII, Section 8.9(a) shall be amended to provide that Teachers may be required to  
120                     remain after the end of the regular workday without additional compensation not more than five  
121                     (5) days per month for meetings of not more than one (1) hour’s duration.
- 122           21.     Article IX, Section 9.1(a) shall be amended to provide that with the exception of the duty-free  
123                     lunch as specified in Section 8.1 hereof and the daily preparation time specified in Section 6.6  
124                     hereof, the assignment and the assignment location of an ONTOP teacher during the specified  
125                     duty day or work year shall be at the discretion of the Board through assignment by its  
126                     Administration.
- 127           22.     A joint committee of the BEA and Burlington School District Administration will be created to  
128                     review and simplify Articles X, XI, XII, XIII, XIV, and XV, however, the language of these  
129                     Articles shall remain as is until a change is agreed upon by both the BEA and the  
130                     Administration.
- 131           23.     Section 18.6 shall be amended to update the reference to Appendix A.
- 132           24.     Section 19.7 shall be amended to provide that tuition reimbursement shall be \$200,000 in the  
133                     2017-2018 contract year. Section 19.7 shall be further amended to specify that the tuition  
134                     reimbursement funds begin on July 1 and end on June 30 as proposed by the Board.
- 135           25.     Section 22.7 shall be deleted in its entirety.
- 136           26.     Section 23.2 shall be amended to require sick leave to be utilized in half-day increments.
- 137           27.     Section 24.2 shall be amended to strike the last sentence in the second paragraph.
- 138           28.     Appendix J shall be deleted in its entirety.

**Page 8**  
**Resolution Relating to**  
**EXERCISE FINALITY OF DECISION**  
**BY SCHOOL BOARD**

- 139           29.     In all other respects, the contractual employment standards applicable for the 2017-2018  
140                     contract year shall be as per the terms and conditions of the 2016-2017 collective bargaining  
141                     agreement between the parties modified by any TA's actually reached and initialed by the  
142                     parties' respective negotiating teams.
- 143           30.     The terms set forth in this Resolution Relating to Exercise of Finality of Decision shall take  
144                     effect as soon after the passage hereof as they may be implemented administratively, which day  
145                     shall be announced in advance by the Superintendent.