

TESTIMONY OF SUPERINTENDENT YAW OBENG

I. WHAT IS YOUR POSITION WITH THE BURLINGTON SCHOOL DISTRICT?
HOW LONG HAVE YOU HAD THIS POSITION?

A: I am the Superintendent of Schools and have been since the fall of 2015.

II. PLEASE DESCRIBE YOUR WORK HISTORY AND EDUCATION PRIOR TO
YOUR EMPLOYMENT WITH THE BURLINGTON SCHOOL DISTRICT.

A: I was the Superintendent of Education – HDSB (Halton School District, Toronto, ON) 2006 to 2015 and the Supervising Principal, Board Office – Program Department /Superintendent’s Office (Toronto, ON) 2004-2006. The Halton School District serves over 60,000 students with budget of approximately CDN \$664 million.

I have a Master of Education degree from the University of Toronto; a Masters Certificate in Business Performance & Risk Management from the Schulich School of Business, York University; a Diploma in Advanced Undergraduate Studies (DAUS) in Guidance & Counselling Psychology from the University of New Brunswick; and a Bachelor of Education degree from the University of New Brunswick.

III. HAVE YOU BEEN INVOLVED IN THE NEGOTIATIONS BETWEEN THE
BURLINGTON SCHOOL BOARD (“BOARD”) AND THE BURLINGTON EDUCATION
ASSOCIATION (“BEA”) FOR THIS ROUND OF BARGAINING?

A: Yes. While I have not sat at the bargaining table, I have been intimately involved with the development of the Board’s proposals on operations, compensation and health care.

IV. THE BOARD IS PROPOSING OPERATIONAL CHANGES, WHY?

A: The over-arching purpose of the Board’s operational proposals are to enhance operational efficiencies across the District by capturing time within the existing school day and school year that is presently being lost as a result of inefficient operational constraints. Quite simply, the teacher work day should be driven by a schedule that supports best practices for achieving student-centered outcomes, not contractual restrictions.

The demands that have been placed upon teachers have changed over the years, but fundamentally, teachers are still hired to work with students. Yet, existing contractual restrictions with regard to assignment of student contact time to middle and high school teachers effectively require the District to compensate these teachers for significant amounts of time that are not available for direct service to students. The complex needs of students would be far better served by

reallocating unassigned secondary teacher time in ways designed to address these needs than they would be by reducing student time assigned to elementary teachers.

It is well established that teachers devote time outside their assigned work hours to meeting their various responsibilities for student learning. It is the hallmark of a professional. However, their contractually defined work day of 7.75 hours is 15 minutes less than the typical American 8 hour work day. Within that timeframe, they are entitled to a daily duty-free lunch period, which generally averages 25 minutes, and a daily duty-free preparation period, which is typically 45 minutes (90 minutes at the High School). This compares favorably to the traditional 8-hour work day with a 1-hour break that has long been the standard in the general workplace.

The District's position is that teacher time other than the minutes currently designated for lunch and a preparation period, should be made available in service to student needs. The typical middle school schedule for an academic subject teacher (ELA, math, social studies, science, world languages) results in 75 minutes per day of unassigned time beyond their lunch and prep periods. The typical high school schedule for an academic subject teacher results in a two-day average of 102 minutes per day of unassigned time beyond their lunch and prep periods. The term "unassigned" is defined here as time not devoted to any formally assigned instructional duties. Some of these minutes are devoted to duties or teacher meetings, but a substantial portion are not accounted for. When multiplied by the number of middle and high school academic subject teachers, this translates to more than 150 hours of professional time per teacher work day that is not available for direct service to students. Based on an average teacher salary of approximately \$71,000 per year, the monetary value of the time not spent working with students is on the order of \$1.4 million. (See Exhibit Obeng 1, attached hereto).

The various student outcome statistics for the Burlington School District ("BSD") suggest that students are in need of as much time from their teachers as possible. The District therefore has a responsibility to ensure that valuable teacher time is not underutilized. There is a direct link to assigned instructional time, job embedded Professional Development and the School District's student achievement goals. The District needs time led by our instructional leaders to target improvement areas. Ad hoc tie by individual teachers is sporadic and not strategic towards a plan of action. The goal behind the District's position is to work collaboratively with teachers in allocating their time more productively in service to the needs of our students.

V. WHAT ARE THE BOARD'S OPERATIONAL PROPOSALS?

A: The Board's proposals consist of changes to several sections of the current Collective Bargaining Agreement between BSD and BEA ("CBA"). The sections proposed to be changed are the following:

1) Section 6.6: Amend the CBA so all daily preparation time for all teachers is 45 continuous minutes. Currently, the length of the daily preparation time is dependent upon where a teacher happens to teach. If the teacher is assigned to an elementary or middle school, the daily preparation time is 45 continuous minutes but at the high school, the allowance is 90 minutes. This is inherently inequitable and needs to be made consistent across all school levels so that teachers have the same preparation time.

2) Section 8.7: Remove "Traditional Fridays" language. Teachers are currently allowed to leave earlier than the end of their duty day of Fridays and the day preceding vacation periods, namely after their last class or 2 P.M., whichever is later. This is a benefit that is only available to middle and high school teachers because elementary level teachers are with their students until the end of the full student day. This is a primary issue that the District would like to address in these negotiations because, in addition to being discriminatory, the practice limits both opportunity for needed professional collaboration and student contact time. It should be repealed as the District has proposed.

3) Eliminate the following restrictions to provide more administrative flexibility:

i. Section 6.8(a): Remove the restriction that high school teachers teaching math, English, social studies, business education, special education, art, foreign languages and non-laboratory sciences can be assigned no more than five teaching blocks per two-day period. While these teachers can also be assigned a supervisory responsibility of not more than 90 minutes every two days, the net result is that of the 930 minutes of work the District is entitled to receive from its teachers over a two-day period (465 minutes per day) only 450 of such minutes per two-day period or 48% of the time can be utilized for student contact time, i.e., direct instruction of students. When the allowed time for the duty free lunch and daily preparation period is accounted for, totaling another 260 minutes over 2 days, 550 minutes per duty week (or 9.2 hours) remain potentially available but are unassignable under current contract language. Finally, even if such teacher is given a duty assignment as permitted, 325 minutes of the weekly work commitment (or 5.4 hours) remain unassignable.

ii. Section 6.8(a): Remove the restriction that teachers in laboratory sciences can be assigned no more than an average of six teaching periods per two-day period to a maximum of 28 forty-five minute classes per week. The result of this restriction is that out of a 2,325 minute duty week for such teachers, their maximum student contact time obligation is 1,260 minutes, or 54% of the available time. And, even when the 600 minutes per week

are added for lunch and preparation time per week at the high school level, 465 minutes of the duty week (7.75 hours) remains unassignable. Tech-Ed, driver education, home economics, music and PE teachers may not be assigned more than six teaching blocks per two-day period, a student contact maximum of 1,350 minutes against the 2,325 minute duty week.

iii. Section 6.8(a): Remove the restriction preventing middle school teachers from being assigned more than 290 minutes of student contact time per day and more than 6 teaching periods per day, with a duty period not exceeding 50 continuous minutes. The result of this restriction is that of the 465 minutes comprising the 7 $\frac{3}{4}$ hour duty day, a middle school teacher cannot be assigned more than 290 minutes of direct instruction time. Even after this gap is partially closed by the typical lunch and preparation periods totaling 75 minutes, there remain approximately 100 minutes (more than 1.5 hrs) per day of contracted work time that cannot be assigned.

4) Section 6.10: Specify location of teacher assignment by end of school year and modify Appendix G teacher contract accordingly. Currently, the contract requires determination of assignment by June 1 or the date the school budget for the next fiscal year is determined. Extending this to the end of the school year will provide the District with greater flexibility and will allow the District to better determine assignments based upon education and enrollment data.

5) Section 23.2: Amend section so that leaves must be taken in a minimum of half-day increments (morning or afternoon). The District hires substitute teachers for either full day or half day shifts. Requiring that sick leave be taken in half-day increments will keep the District from having to pay for both the teacher and a half-day substitute teacher if a teacher only takes one hour of sick leave or the teacher and a full-day substitute if a teacher takes leave that is in both the morning and the afternoon.

VI. WHAT IS THE NET EFFECT OF THESE OPERATIONAL RESTRICTIONS?

A: As summarized in Exhibit Obeng 2 and displayed in Exhibit Obeng 3, both attached hereto, assigned instructional time for high school teachers represents only 59% of the total time their students are in school. High school teachers are thus compensated for more than 8 hours per week that are **not** allocated as assigned instructional time, daily lunch for daily preparation time. This equates to 24% of the total time students are in school. Assigned instructional time for middle school teachers represents only 65% of the total time their students are in school. Middle school teachers are compensated for more than 6 hours per week that are **not** allocated as assigned instructional time, daily lunch or daily preparation time. This equates to 18% of the total time students are in school.

While it is likely that most teachers do use this available time in a manner that is consistent with their professional obligations, the point is that the time cannot be coordinated administratively at present to achieve the best possible results for students. Ad hoc time by individual teachers is sporadic and not strategic towards any particular plan of action. The District believes that it can and should be able to effectively utilize time led by its instructional leaders in order to target improvement areas. Consequently, this “stranded” time should be subject to assignment. The current situation deprives the District’s students of a significant additional opportunity for educational advancement. This contractually created opportunity limit is not justifiable in the 21st Century. This inefficiency further exacerbates cost pressures the District is experiencing as well.

More coordinated utilization of this “stranded time” could assist in achieving better student outcomes. While Burlington students’ tests results are slightly above the statewide average, only slightly more than half of such students are demonstrating proficiency on Vermont’s ELA assessment by the 11th grade, and only slightly more than 1/3 of such students are demonstrating proficiency on Vermont’s math assessment. Additionally, all of Burlington schools have been designated “in need of improvement” by the Vermont Agency of Education based upon assessment results that fall short of “adequate yearly progress targets.” This lost time has two key negative effects on the District: 1) It represents a lost opportunity for either important teacher collaboration through professional learning communities (PLC’s), academic team meetings, or direct student instruction; and 2) It leads to inefficiencies in time use, which imposes financial burdens in a district in which the community has vociferously noted its tax fatigue.

The District believes this effort to recapture lost time and use it more productively to be long overdue, and that the adverse consequences of not addressing this would represent negligent administration. The entire system deserves this mid-course correction, particularly the students who are clearly disadvantaged by the status quo.

VII. THE BEA HAS MADE PROPOSALS RELATING TO THE DISTRICT’S ELEMENTARY SCHOOL TEACHERS, WHAT IS THE BOARD’S RESPONSE?

- A: The District acknowledges that several disparities do exist between elementary school teachers and secondary level teachers. Some of these disparities need to be corrected by providing affordable relief to elementary teachers. While District is not able, for both cost and operational reasons, to adopt the Association’s proposal for the elimination of elementary teacher supervisory duties into the future, it is prepared to offer a compromise. The compromise is to take the two elementary schools that the BEA has suggested create the biggest burden for its professional staff, namely the Flynn and Edmunds Elementary Schools, and conduct a Pilot Project there. The project would entail relieving the teachers from several duties (without removing supervisory responsibility) at those two schools

for the 2017-18 school year. The District suggests that the details of this Pilot Project be worked out by a combined District-Association Committee.

With this Pilot Project, the parties would meet and confer in January, 2018, to assess the Pilot Project's operational success/failure and its financial cost. If regarded as feasible by the District, it would implement such a change for all elementary schools commencing in the 2018-19 school year. If administratively determined not to be feasible, the Agreement would, on request of the Association, be reopened for negotiations on this topic **only** for the 2018-19 contract year.

VIII. WHAT IS THE BOARD'S POSITION ON COMPENSATION AND HEALTH INSURANCE?

A: The Board's final proposal at mediation was a two-year contract offer with compensation increase of 1.75%, inclusive of step movement, in year one (fiscal year 2018) and 2%, inclusive of step movement, in year two (fiscal year 2019). This compensation offer by the Board is contingent upon:

- 1) the acceptance of the Board's health insurance and operational proposals and the District's incurrence of savings through the implementation of the new health insurance plans; and
- 2) Section 18.3 as proposed by the Board.

Regarding health insurance, the Board proposed the following: for premiums, the Board will contribute the following amount toward monthly premiums: Single: \$402.93; Two Adults: \$756.72; Parent/Child: \$622.95; and Family: \$1,116.12. For Health Reimbursement Arrangement ("HRA"): (i) Employees will pay the first dollars out-of-pocket as follows: Single: \$400; Two Adults: \$800; Parent/Child: \$800; and Family: \$1,600. (ii) The Board will pay for 40% of any additional out-of-pocket costs to a maximum of: Single: \$840; Two Adult: \$1,680; Parent/Child: \$1,680; and Family: \$1,360.

The amendment of Section 18.3 is a very important part of the District's compensation proposal. Without this proposed change to the CBA, under the "status quo rules" as interpreted by Vermont's Labor Relations Board (VLRB), the District must implement significant monetary changes from year to year that have not been agreed to in negotiations by the CBA's expiration date. Retention of this requirement is no longer fair, particularly during years of relatively low inflationary growth.

The Board's compensation and health insurance proposals are further described in the Executive Summary and the Affidavits of Nathan Lavery and Stephanie Seguíno.