Resolution Relating to

EXERCISE OF FINALITY OF DECISION BY SCHOOL BOARD

CITY OF BURLINGTON

In the year Two Thousand Seventeen .................................................................

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

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

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

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

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

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

WHEREAS, on August 31, 2017, the parties met with Mediator Ira Lobel in a further but again
unsuccessful attempt to reach agreement based in part on the recommendations of the Factfinder, instead
Continuing to remain significantly apart in their respective positions on salary, health insurance and 
operational proposals; and

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

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

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

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

1. Salary compensation for covered employees shall be increased at a new money cost to the 
   Board of 2.4% inclusive of step movement as proposed by the Board.

2. Article XXII Section 22.1(a), (b) and (c) shall be amended to require that from July 1, 2017 to 
   December 31, 2017, the Board will contribute for each plan the same monthly dollar amount 
   that the Board paid during the 2016-2017 contract year toward the cost of health insurance 
   coverage for the same medical insurance plans that were provided to teachers during the 2016- 
   2017 contract year. For January 1, 2018 to August 31, 2018, the Board shall contribute for 
   each teacher 80% of VEHI’s Gold CDHP plan. In addition, the District will establish a Health
Reimbursement Account ("HRA") and will pay the following amounts: a) Single: Up to $2,100 after employee incurs first $400 of out of pocket costs; b) Parent/Child(ren): Up to $4,200 after employee incurs first $800 of out of pocket costs; c) Two adults: Up to $4,200 after employee incurs first $800 of out of pocket costs; and d) Family: Up to $3,800 after employee incurs first $1,200 of out of pocket costs. Lastly, the District will pay the administrative cost of the HRA and all administrative decisions not specified herein will be the responsibility of the Board.

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

4. The Board shall incorporate into the Contract several of the Elementary School operations proposals made by the BEA. 1) Article VI, Section 6.8 shall be amended adding a new subsection (d) to provide, effective January 30, 2018, teachers in grades K through 5 shall be relieved from door duty in the time before and after the Elementary student day. The resulting professional time before and after the student day shall be at the discretion of the principal to be
used for (but not limited to) attending IEP or 504 meetings, parent communication, student behavior/safety meeting, management of student records, report card or progress monitoring, district email communication, grading, planning (both individual and team), classroom setup, materials management, and student academic support. The Board shall use reasonable efforts to not schedule duties beyond those outlined above during this time. 2) Article VIII, Section 8.9 and Article VI, new subsection 6.8(d) shall also include language stating that elementary school teachers, except in the case of emergency, will not be required to attend staff meetings during the weeks that report cards are due or during parent-teacher conference weeks and that elementary school teachers will be required to attend no more than two schoolwide evening meetings per year, excluding open house and events that are an integral part of a teacher’s curriculum, such as a band teacher attending a band concert. 3) Article VIII, Section 8.1 shall be amended to include that elementary teachers will be granted a duty-free lunch period of not less than 25 minutes.

5. Article XVIII, Section 18.3 shall be amended to provide that in the event the parties fail to reach agreement on a successor Contract by the end date of the current Contract, all terms and conditions of the current Contract shall remain in effect and unchanged until a successor contract is ratified by the parties, including all fringe benefits (if still available from existing providers) at the current contribution levels. Salaries shall remain unchanged until a successor contract is ratified by the parties, irrespective of past practice or any language in the current Contract regarding salary schedule step placement or advancement, or horizontal/column movement.
6. Article XIX, Section 19.8 shall be amended to provide that teachers will be paid bi-weekly with the first payment occurring not later than August 31. Remove the requirement to change paydays during vacations.

7. Section 22.5 shall be amended to provide that the following sentence shall be deleted: “The payment shall be for board savings during the year prior to the payment.” Section 22.5 shall be further amended to provide that this benefit is available only to members of the bargaining unit as of September 1, 2017.

8. Section 23.9 shall be amended to provide that assignment upon return from leave of absence a teacher shall be assigned to a position within his/her designated tenure area.

9. Appendix C shall be amended to provide that benefits to part time teachers working less than 0.5 FTE, even recalled to such a position, shall not be entitled to benefits. Appendix C shall be further amended to strike the final paragraph and instead provide that a teacher recalled to a part time position shall receive pro-rated benefits.

10. Appendix E shall be amended be replacing references to “salary index” with “salary schedule.”

11. Appendix F shall be amended to include the 2017-2018 calendar.

12. Article III, Section 3.1 shall be amended to provide that the Board and the Association agree to meet not later than October 1 prior to the expiration of this Agreement for the purpose of commencing negotiations for a successor to the Agreement unless negotiations for a prior agreement are unresolved.
13. Article IV, Section 4.7 shall be amended to provide that access to the full text of this Agreement shall be made available to all teachers within thirty (30) week days after the Agreement is signed.

14. Article IV, Section 4.8 shall be amended to provide that notice under the Agreement shall be addressed to the Chair of the Burlington Board of School Commissioners and the Superintendent of Schools at 150 Colchester Avenue, Burlington, Vermont 05401 or the then current address.

15. Article XII, Section 12.1(a) shall be amended to provide that all notices of positions shall be posted on the District web site. Section 12.1(d) shall be deleted in its entirety.

16. Article XIX, Section 19.6 shall be amended to provide that Teachers performing extracurricular duties described in Appendix B shall be paid pursuant to that appendix.

17. Article II, Section 2.1 shall be amended to provide that the Contract shall be effective from September 1, 2017 to August 31, 2018.

18. Article VI, Section 6.10 and Appendix G shall be amended to provide that the location of assignment must be provided by the end of the preceding school year.

19. The last sentence in Article VIII, Section 8.7 shall be deleted, eliminating “traditional Fridays”, the right of teachers to leave after their last class of the day by in no event earlier than 2:00 P.M. on Fridays and the day preceding vacation periods irrespective of the seven hour, forty-five minute restriction.
20. Article VIII, Section 8.9(a) shall be amended to provide that Teachers may be required to
remain after the end of the regular workday without additional compensation not more than five (5) days per month for meetings of not more than one (1) hour’s duration.

21. Article IX, Section 9.1(a) shall be amended to provide that with the exception of the duty-free lunch as specified in Section 8.1 hereof and the daily preparation time specified in Section 6.6 hereof, the assignment and the assignment location of an ONTOP teacher during the specified duty day or work year shall be at the discretion of the Board through assignment by its Administration.

22. A joint committee of the BEA and Burlington School District Administration will be created to review and simplify Articles X, XI, XII, XIII, XIV, and XV, however, the language of these Articles shall remain as is until a change is agreed upon by both the BEA and the Administration.

23. Section 18.6 shall be amended to update the reference to Appendix A.

24. Section 19.7 shall be amended to provide that tuition reimbursement shall be $200,000 in the 2017-2018 contract year. Section 19.7 shall be further amended to specify that the tuition reimbursement funds begin on July 1 and end on June 30 as proposed by the Board.

25. Section 22.7 shall be deleted in its entirety.

26. Section 23.2 shall be amended to require sick leave to be utilized in half-day increments.

27. Section 24.2 shall be amended to strike the last sentence in the second paragraph.

28. Appendix J shall be deleted in its entirety.
29. In all other respects, the contractual employment standards applicable for the 2017-2018 contract year shall be as per the terms and conditions of the 2016-2017 collective bargaining agreement between the parties modified by any TA’s actually reached and initialed by the parties’ respective negotiating teams.

30. The terms set forth in this Resolution Relating to Exercise of Finality of Decision shall take effect as soon after the passage hereof as they may be implemented administratively, which day shall be announced in advance by the Superintendent.