

FY 2023-2026

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 Director of Guidance and interim administrative positions unless otherwise agreed upon between the Association and the Board. Recognition by the Board under this section shall exclude assistant superintendent, 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. The Board may act through the Superintendent or their designees.

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 in writing 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 and the Board agree to meet not later than the following November 15 for the purpose of establishing negotiation ground rules. The Association and the Board shall submit written contract proposals 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 administrator covered by this agreement shall have the right to BAA representation during any disciplinary, grievance or arbitration process.

3.3 The Board and the Association affirm their mutual commitment to the principle of equal opportunity and both shall use best efforts, consistent with legal mandates, to provide an educational and employment setting which respects and reflects the diversity of the City of Burlington.

3.4 The intent of both parties is to make the full text of the agreement available to all district staff within 30 days after agreement is reached. The section shall be non-grievable.

ARTICLE IV ADMINISTRATOR EMPLOYMENT

4.1 Non-Renewal for Performance

a. An administrator not to be rehired for performance will be notified in writing pursuant to Article VI and in accordance with state law by February 1.(see 16 V.S.A. §243(c).)

b. An administrator whose contract will not be renewed as a result of the City March tax vote shall be so notified in writing by the last day in March. 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.

4.2 Probationary Period

a. An administrator shall be on probationary status during the first two years of administrative employment by the Board. An administrator who changes administrative positions after one year

will have their probationary period extended by an additional year. If performance has been satisfactory during this period, the administrator will receive service credit.

b. Re-employment rights during the probationary period shall be at the discretion of the Superintendent and decisions in this matter are not subject to appeal. Written notification of employment status for the forthcoming school year *under this section* will occur on or before April 15.

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 probation and indicate performance standards for improvement and a time period 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 to the Board within ten calendar days of the receipt of the termination notice whose decision in the matter shall be final. The appeal hearing before the Board will occur at the next regular Board meeting, but no sooner than 5 work days after the date of the notice of appeal. Notwithstanding the provisions of Subsections (a) and (b), the Superintendent may at any time remove an administrator from probationary status.

4.3 Reduction in Force

a. The Board agrees that reductions of the administrative staff and changes in administrators' work days 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, his/her employment shall end per the reduction in force and 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 and qualified 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 a list for a one (1) year period giving the administrator first consideration for available teaching positions after the District has met its other contractual obligations as long as the administrator is certified and qualified 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).

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 District in writing within twenty (20) days of the end of his/her employment by the District or the District 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 District. 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 District in a teaching position shall retain his/her accumulated sick leave to the maximum permissible pursuant to the teacher contract.

4.4 Separation of Employment

a. If an administrator's employment ends (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 be

eligible for the following severance pay:

1. After 7 years of consecutive administrative service, \$9,000 upon departure
2. After 9 years consecutive administrative service, \$12,000 upon departure
3. After 11 years consecutive administrative service, \$15,000 upon departure

Administrators must notify the District of their retirement by August 31 for the following school year to be eligible for this severance pay benefit.

4.5 An administrator may be employed as an interim 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 interim administrator has the protection of the BAA contract during his/her service, but no entitlement to continued employment beyond the terms of the interim contract. An interim administrator, unless assigned to the interim position from a regular administrative assignment, shall not be eligible for the termination benefits pursuant to Section 4.4 (b). Further, such interim 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 interim administrator for the district.

4.6 Individual administrator assignments and contracts for the following year shall be issued by the District no later than April 15 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 ten (10) calendar days of receiving the contract. 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 April 15, any administrator to be involuntarily reassigned shall receive notice of such reassignment on or before April 15.

4.7 Seniority

a. A seniority list will be provided as Appendix D. Administrators 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.

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 interim capacity and the Association agrees, in advance, to credit for such service.

ARTICLE V TRANSFERS AND ASSIGNMENTS

5.1 All administrative positions will be posted for a minimum of 10 working days except that internal and external posting may occur simultaneously during the months from May through August. Administrators who are interested in a vacant position shall notify the Director of Human Resource Services in writing by setting forth their qualifications and other related information. Upon recommendation of the Superintendent, the Board shall make the final determination for all licensed positions.

5.2 Administrators who wish to transfer within their area of competence within the system shall make such request in writing to the Superintendent. If an administrator's request for transfer is denied, the administrator shall be notified in writing of the reason(s) for the denial. The administrator may request a

meeting with the Superintendent (or the Superintendent's designee) within 10 calendar days of the denial to discuss the reason(s) for the denial. After due consideration, the Superintendent's decision shall be final.

5.3 An administrator who is transferred to a lower category will be held at their current salary for the first year after their transfer. Administrators transferring to a higher category will have their salaries increased to the appropriate levels per the salary index for the next school year.

5.4 Emergency Assignment

a. The District may change the assignment, academic or geographic, of any administrator once said administrator has accepted a contract offered by the District. In the event of any such change, the administrator so affected shall be notified in writing of the reassignment.

b. In changing the assignment of any administrator, the District shall consider areas of licensure, areas of competence, length of service in the Burlington School System, and other relevant factors.

c. An administrator designated for reassignment may request, and upon request shall be granted, a meeting with the Superintendent, or their designee, to discuss the reasons for the reassignment. The reassignment is non-grievable.

5.5 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 District 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 District 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.

6.3 Evaluations

a. The District and the Association agree that it is the Superintendent'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 District will seek input from the Association in developing an evaluation system. The Association may use the grievance and arbitration procedures of this Agreement to challenge the evaluation system. In order to prevail in such a 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 District 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 or the Superintendent or designee 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. 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 Personnel File

a. An administrator shall have the right, upon request, to review the contents of his/her personnel file and to receive copies at District 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. Upon mutual agreement documents can be removed. The Superintendent's decision after reviewing the indicated documents shall not be made arbitrarily, capriciously or without rational basis in fact.

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. Upon administrator request, the Superintendent will review and determine which derogatory material shall be removed from the file. The Superintendent's decision after reviewing the indicated documents shall not be made arbitrarily, capriciously or without rational basis in fact. 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 District 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, administrators will be on paid leave and no part of such absence shall be charged to his/her personal or accumulated sick leave.

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 or designee shall act if needed as liaison between the administrator, the police and the courts.

7.5 The District shall provide liability coverage, including legal assistance for administrators to the extent and subject to the conditions set forth in the Liability Insurance provided by the District for matters related to the scope of the administrator's duties.

7.6 The District 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. Upon appropriate documentation, 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.

7.7 The District 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 District 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.

ARTICLE VIII DEFINITION OF CONTRACT

8.1 Work Year

a. Effective July 1, 2021, the standard work year for all Administrators employed under this contract shall be twelve months, unless otherwise agreed by the Superintendent.

8.2 The per diem calculation of an administrator's salary shall be derived by dividing the administrator's annual salary by 261 days. In the event an employee is hired after July 1 of the current school year, their annualized salary will be prorated based on the date of their first work day.

8.3 Part Time Administrators

The Board shall have the right to hire part-time administrators, and shall prorate their salaries as outlined in section 8.2

ARTICLE IX RATES OF PAY

9.1 A salary schedule for step placement will be established for each category of administrative positions (see appendix A).

9.2 Administrators shall be paid bi-weekly.

9.3 Administrators who remain employed by BSD shall be paid in accordance with the salary schedule in Appendix A and shall advance one Step on the salary schedule on July 1, 2024 and July 1, 2025.

9.4 New Hires

A salary index for initial step placement will be established for each category of administrative positions, with minimum and maximum steps (see Appendix A). New hires will be placed on the salary schedule at a Step commensurate with their years of administrative experience and skill, as well as any allowance for positions that require special skills or are challenging to recruit, as determined by the Superintendent. Such placement shall not be subject to grievance because the initial placement is agreed to by both parties as the condition of accepting the job.

a. Provisional License Holders

Provisional administrators have up to two years to secure a permanent administrative license. After two years, such administrators will no longer be able to serve in an administrative capacity in the school district unless there is an agreement of BAA and the Superintendent to seek a waiver from the State of Vermont. This provision does not apply to administrators who already have administrative licensure in another state and who are in the process of applying for licensure in the State of Vermont, except where the administrator is required by the State of Vermont to work under a provisional license to complete additional coursework or other requirements.

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) calendar days of the Administrator's reasonable knowledge of the occurrence(s) of the basis of the grievance. A hearing will be held within three (3) work days of the receipt grievance. The supervisor will give his/her answer within three (3) work 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 work (5) days of the receipt of the Level One response.

The Superintendent or his/her designee will hold a hearing within five work (5) days of the receipt of the grievance and will give the written answer within five work (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 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.

11.2 The Board itself will not pay the benefits referred to in Article XI 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.

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 Medical Insurance

The Board shall provide health insurance and related benefits to administrators as required by the resolution of negotiations between the Commission on Public School Employee Health Benefits pursuant to the provisions of 16 V.S.A. Chapter 61 (§§2101-2108).

11.6 125 Plan

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

11.7 Dental Insurance

a. The District 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 District shall make appropriate deductions from the salary of administrators depending on the plans selected by administrators pursuant to this article.

11.8 Cash in lieu of Medical Health Insurance

An administrator (other than an administrator whose spouse is entitled to coverage under the District's health insurance plan by virtue of such spouse's employment by the District) shall, on or before July 1 of each year, be paid twenty-five percent (25%) of the amounts not paid by the District 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.

**ARTICLE XII
LEAVES OF ABSENCE**

12.1 Leaves

a. Personal Days: 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. Personal days shall not be used for vacation or to travel to or return from vacations. Personal days shall be non-cumulative and shall be paid leave. Personal days shall be prorated in any year that the Administrator has not been employed for a full year.

b. Bereavement Leave: The District 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 services of:

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

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

c. Vacation Leave: Twenty-five (25) days vacation leave shall be provided annually. Without authorization of the Superintendent, vacation days shall not be taken when school is in session or on in-service days. The vacation days shall be prorated in any year the Administrator has not been employed for a full year. Up to five (5) vacation days may be rolled over to the next fiscal year.

d. Procedure: To be eligible for a leave of absence under this Section, written notice shall be presented to the Superintendent or designee 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 Superintendent or designee.

e. Holidays: Employees shall be entitled to the following holidays when school is not in session:

- | | |
|-------------------------|------------------------|
| Independence Day | New Years Day |
| Bennington Battle Day | Martin Luther King Day |
| Labor Day | President's Day |
| Indigenous People's Day | Memorial Day |
| Thanksgiving Day | Juneteenth |
| Christmas Day | |

If a holiday listed above occurs while school is in session or on an in-service day, it will be considered a “floating holiday” and the Administrator may take the day at another point in the year that is mutually agreeable to the Superintendent and the employee. Unused holidays are forfeited at the end of each fiscal year.

12.2 Sick Leave

- a. Sick Leave shall be accrued beginning with the first pay period of the fiscal year or the beginning with the first pay period of employment. 1.0 FTE employees will be credited a maximum of twenty (20) sick leave days per fiscal year. Any employee whose employment starts after July 1, or any employee who is working less than a 1.0 FTE may have their sick leave prorated to reflect the reduced number of contractual days or work hours. Sick leave may not be used until it has been accrued.
- b. Maximum Balance and Carryover: Sick leave may be accrued up to a maximum of 120 days during the 2023-2024 contract year. Sick leave may be accrued up to a maximum of 125 days during the 2024-2025 contract year. Sick leave may be accrued up to a maximum of 130 days during the 2025-2026 contract year.
- c. Substantiation: The Board retains the right to review how an employee is using sick leave. The Superintendent or their designee may require additional documentation to verify the absence’s legitimacy. A pattern of using sick leave on days preceding or following scheduled time off is one possible example of misuse.
- d. Call Out: Employees are expected to notify their Superintendent or their immediate supervisor on each occasion of absence from work. While emergencies may occur, it is expected that an employee provides notification before the start of the employee’s regular scheduled shift.
- e. Termination: Accumulated sick leave will not be paid out to terminating employees at the time of separation.
- f. The immediate supervisor and/or the Superintendent may require medical evidence when sick leave absence under this Section exceeds five (5) work days.

12.3 The District 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 may grant release time to members of the administrative staff without loss of pay for attendance at meetings, conferences, and/or visitations.

12.5 The Board will comply with the requirements of the federal Family and Medical Leave Act ("FMLA") and the Vermont Parental and Family Leave Act ("PFLA"). 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 District upon request and on the approval 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 District.

12.7 Military leave of absence shall be granted by the District 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.

Leave under 12.5, benefits and employment rights will be governed by law and applicable Board policy.

12.9 Unpaid leave may be granted or denied in the sole discretion of the Superintendent. The Superintendent's decision to grant or deny such leave shall be final and shall not subject to the grievance procedures outlined in this Agreement. For authorized sick leave beyond that accumulated, or authorized 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.

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 D16.

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 District any other rights to deal appropriately with unauthorized leaves.

12.12 Sick Bank.

a. Effective July 1, 2021, a Sick Bank ("Sick Bank") will be established and be available to accept donated days and provide additional leave to eligible Administrators in accordance with this Section 12.12. The Bank will have a maximum balance of 165 days.

b. Eligibility. All Administrators who wish to be eligible to draw from the Sick Bank during the following fiscal year must donate at least one (1) personal leave day during the previous fiscal year's donation period. If the Bank is filled to its maximum balance of 165 days, an Administrator shall be eligible to draw from the Bank if such Administrator donated at least one (1) personal leave day during the most-recent donation period where the Bank was accepting days.

c. Donation Period. Annually, through a process established by the District, an employee may, during the donation period of April 1 – April 14, donate any number of available personal days to the Sick Bank per year, subject to the maximum Sick Bank balance of 165 days.

d. Drawing from the Bank. An eligible Administrator who has exhausted their leaves and is stricken with a catastrophic and serious health condition may apply for consideration for Sick Bank time. Sick Bank days can only be used for employee illness and not be used to cover other family members, with the exception that the Sick Bank may be granted for an employee whose health condition is the birth or adoption of a child, provided that the total number of paid sick days for this situation does not exceed the District's standard of six (6) paid weeks, and further provided that all other eligibility conditions are met. The Sick Bank request will be submitted through the process established by the District and will be subject to approval by the Sick Bank Committee. The Sick Bank Committee will be made up of two members designated by the Superintendent and two members designated BAA Administrators. An employee's request cannot exceed the current Sick Bank balance or extend beyond the contractual days or time left in the fiscal year.

ARTICLE XIII PROFESSIONAL GROWTH AND DEVELOPMENT

13.1 Professional Development and Training

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

b. The District shall provide not more than \$3,000 annually per administrator for purposes of professional growth and development, and for attendance at professional conferences. These monies may be used for the purpose of professional learning, or may be used for other purposes consistent with regular district spending rules and processes.

c. The District shall provide up to nine hundred dollars (\$900) annually commencing FY18 for the purposes of paying dues and membership fees to organizations whose primary goal is the improvement of management, instruction, curriculum and professional skills.

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 school location. 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 District 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.

15.4 A copy of this Agreement shall be made posted on the school district web page within thirty (30) days after the Agreement is signed.

15.5 Physical examinations as required by the District shall be at the expense of the District 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 District 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 shall be governed by the policies and procedures established by the District.

15.9 New Positions

The Superintendent will establish a meeting with the President of BAA in order to mutually agree upon Category placement for any new administrative positions. 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 or sympathy 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, 2023 at 12:00 a.m. and shall continue in full force and effect until 11:59pm, June 30, 2026, 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, 2026, 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 27th day of June, 2024.

Witnessed by:





By:


Burlington School District

By:


Burlington Administrators' Association

APPENDIX A

Placement Position Classification and Salary Ranges

Category 1: Assistant Principal for Middle School or High School, or Director of Counseling

Category 2: BTC Director, Early Education Director, Principal of Elementary School or Middle School, Director of Horizons and OnTop Programs

Category 3: High School Principal

FY24							
Cat 1			Cat 2			Cat 3	
Step 1	\$108,000		Step 1	\$117,625		Step 1	\$132,625
Step 2	\$110,500		Step 2	\$120,125		Step 2	\$135,325
Step 3	\$113,000		Step 3	\$122,625		Step 3	\$138,025
Step 4	\$115,500		Step 4	\$125,125		Step 4	\$140,725
Step 5	\$118,000		Step 5	\$127,625		Step 5	\$143,425
Step 6	\$120,500		Step 6	\$130,125		Step 6	\$146,125
Step 7	\$123,000		Step 7	\$132,625		Step 7	\$148,825
Step 8	\$125,500		Step 8	\$135,125		Step 8	\$151,525
Step 9	\$128,000		Step 9	\$137,625		Step 9	\$154,225
Step 10	\$130,500		Step 10	\$140,125		Step 10	\$156,925
Step 11	\$133,000		Step 11	\$142,625		Step 11	\$159,625
Step 12	\$135,500		Step 12	\$145,125		Step 12	\$162,325

FY25						
Cat 1		Cat 2		Cat 3		
Step 1	\$112,400	Step 1	\$122,025	Step 1	\$137,025	
Step 2	\$114,900	Step 2	\$124,525	Step 2	\$139,725	
Step 3	\$117,400	Step 3	\$127,025	Step 3	\$142,425	
Step 4	\$119,900	Step 4	\$129,525	Step 4	\$145,125	
Step 5	\$122,400	Step 5	\$132,025	Step 5	\$147,825	
Step 6	\$124,900	Step 6	\$134,525	Step 6	\$150,525	
Step 7	\$127,400	Step 7	\$137,025	Step 7	\$153,225	
Step 8	\$129,900	Step 8	\$139,525	Step 8	\$155,925	
Step 9	\$132,400	Step 9	\$142,025	Step 9	\$158,625	
Step 10	\$134,900	Step 10	\$144,525	Step 10	\$161,325	
Step 11	\$137,400	Step 11	\$147,025	Step 11	\$164,025	
Step 12	\$139,900	Step 12	\$149,525	Step 12	\$166,725	

FY26						
Cat 1		Cat 2		Cat 3		
Step 1	\$115,275	Step 1	\$124,900	Step 1	\$139,900	
Step 2	\$117,775	Step 2	\$127,400	Step 2	\$142,600	
Step 3	\$120,275	Step 3	\$129,900	Step 3	\$145,300	
Step 4	\$122,775	Step 4	\$132,400	Step 4	\$148,000	
Step 5	\$125,275	Step 5	\$134,900	Step 5	\$150,700	
Step 6	\$127,775	Step 6	\$137,400	Step 6	\$153,400	
Step 7	\$130,275	Step 7	\$139,900	Step 7	\$156,100	
Step 8	\$132,775	Step 8	\$142,400	Step 8	\$158,800	
Step 9	\$135,275	Step 9	\$144,900	Step 9	\$161,500	
Step 10	\$137,775	Step 10	\$147,400	Step 10	\$164,200	

Step 11	\$140,275		Step 11	\$149,900		Step 11	\$166,900
Step 12	\$142,775		Step 12	\$152,400		Step 12	\$169,600

