

**AGREEMENT BETWEEN**  
**The South Burlington Administrator's Association**  
**And**  
**The South Burlington School Board**  
**July 1, 2019 -- June 30, 2020**

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## Agreement

This Agreement is made and entered into on this \_\_\_\_\_ day of November by and between the South Burlington Administrator's Association, hereinafter called "The Association," and the South Burlington School Board, hereinafter called "The Board."

### Article I: Recognition

It is understood and agreed that The Board possesses the sole right and authority to operate and direct the Administrators of the South Burlington School District as identified by this Agreement except as otherwise specifically agreed to in this Agreement, or otherwise specifically agreed to in writing between the parties. These rights include, but are not limited to the following:

- To plan, direct, and control school district policies and to establish the standards of service to the public.
- To schedule and assign work to employees.
- To determine the means, methods, processes, materials, and equipment utilized by The Board and to introduce new or improved methods, equipment, or facilities.
- To determine the qualifications and staffing of jobs.
- To create, revise, and eliminate jobs or to lay off employees due to lack of work, reorganization, budgetary constraints, or other legitimate reasons.
- To hire, terminate, and through its designee, supervise and evaluate employees, including part-time employees.
- To maintain order and to suspend, discipline, and discharge employees for cause.
- To make public, and require observance of reasonable rules and regulations.

The Board recognizes The Association for the purpose of collective negotiations, pursuant to Title 16, Chapter 57, of the Vermont Statutes Annotated, as the exclusive representative of a unit consisting of school administrators of the South Burlington School District. Members may be certified as administrators by the State of Vermont.

Unless otherwise indicated, the employees in the above unit will be hereinafter referred as "administrator(s)," "supervisor(s)," or "employee(s)."

### Article II: Negotiations

- 2.1 Notice to Negotiate.** On or before November 1, of the year in which this Agreement expires, The Association or The Board shall notify the other party that they intend to negotiate for a successor Agreement. Negotiations shall commence on or before December 15 of the same year, following notification. Such negotiations may include any matters covered by this Agreement or those of which are held by law to be negotiable. Any matter negotiated and agreed to will be put in writing and signed by The Board and The Association.

- 2.2 Exchange of Information.** During negotiations, The Board and The Association (or their respective, appointed agents) will present relevant data, exchange points of view, and make proposals and counter proposals. Upon request of either party or its agent, the requested party will make available for inspection all pertinent records, data, and information deemed to be public information. Either party may, if so desired, engage the services of consultants, professionals, and other appropriate persons to assist in negotiations.
- 2.3 Expenses of Mediator and Fact Finder.** The cost incurred for the services provided by a mediator and/or chairperson of the fact-finding committee will be shared equally between parties. Such costs will include, but are not limited to: per diem expenses for actual and necessary travel and subsistence expenses, the cost of a hearing room, if any, and a final report. The salary and costs incurred by representatives to the fact-finding committee will be paid by their respective group.

## **Article III: Grievance Procedure**

### **3.1 Definitions:**

A grievance is a written complaint by a member of The Association alleging that a violation, misinterpretation, or misapplication exists with the Agreement or with an individual member's contract.

An aggrieved party is The Association or a person(s) making the complaint.

Association representation: An Association member authorized to be present for any meeting, hearing, appeal, or other proceeding originating from a grievance.

The time limit consists of regular District administrative workdays within the duration of the specific employee's contract exclusive of District recognized holidays. For any grievance filed on or after June 1 and prior to the start of the next school year, time limits shall consist of all weekdays (Monday-Friday) exclusive of holidays, so that the matter may be resolved as soon as possible.

Any referenced time period shall commence with the receipt of the written complaint, a response, or the delivery date of the decision. Decisions shall be by delivered by certified mail with return receipt requested or directly presented to the aggrieved party.

- 3.2 Time Limits.** No grievance shall be accepted unless it is submitted in writing pursuant to Section 3.3 of this Article and within twenty (20) days from the earliest point either the individual or The Association knew, or should have known, the circumstances on which the grievance is based. If a grievance is not filed within the time limit set forth in this Article, the right to file a grievance has ended.

If the Superintendent, or designee, does not answer a grievance within the time limits specified in this Article, the grievance is automatically advanced to the next step of the grievance procedure unless withdrawn, in writing, by the aggrieved party.

A grievance will be considered satisfactorily settled on the basis of the Superintendent's or designee's last decision unless an appeal is filed within the time limits stated in this Article.

The time limits specified in this procedure may be extended by mutual, written agreement.

**3.3 Procedure for Processing Grievances.** It is the desire of both The Board and The Association for an employee and the immediate supervisor to resolve problems through an open and informal communication process. If this process does not yield a solution, the employee may request The Association to intervene to assist in a resolution. However, should this informal process fail to satisfy the employee or The Association, then a grievance may be processed according to the following steps:

Step 1: The aggrieved party shall initiate the grievance procedure either with or without the assistance of The Association. A written grievance, citing the negotiated agreement violation, redress sought, and facts including the issue, person(s) involved, important dates, and events must be provided to the Superintendent, with a copy sent to the immediate supervisor, when appropriate. The Superintendent shall give a written reply within seven (7) days.

Should a grievance be filed against the Superintendent, the grievance shall be submitted to the Human Resources Director with a copy to the Superintendent, when appropriate. The Human Resources Director will notify the designated School Board Chair or designee for a decision to advance the grievance to step 2.

Step 2: If, after completing Step 1, the grievance is not resolved, the aggrieved person, either with or without the assistance of The Association may appeal the grievance in writing to The Board within six (6) days of the Step 1 written response. The Board shall meet with the aggrieved person and/or The Association representative in an effort to resolve the grievance. Such meeting will be scheduled within ten (10) days after receipt of the grievance appeal by The Board. The Board shall give a written decision within ten (10) days of the meeting.

Step 3: In the unlikely event a grievance is not satisfactorily resolved as a result of Step 2, The Association may demand arbitration of the matter by providing a written notice to the Superintendent, or, in the case that the grievance is filed against the Superintendent, to The Board Chair through the Human Resources Director within twenty (20) days of The Board's response (Step 2).

**3.4 Arbitration.** If the parties are unable to agree on the selection of an arbitrator, within a period of seven (7) days after the date of request, the selection will be deferred to the American Arbitration Association (AAA) by request of either party. The AAA will select an arbitrator in accordance with the most current rules.

The arbitrator will confer with representatives of The Board and The Association, hold hearings, and will issue his/her decision as soon as practicable. The arbitrator's decision shall be in writing, and it shall set forth his/her findings of fact, reasoning, and conclusions on the issues submitted. The decision of the arbitrator shall be final and binding upon the parties and shall not be subject to appeal by either party.

The arbitrator's authority shall be limited to interpreting and applying the provisions of this Agreement and shall have no power to add, subtract, alter, or modify any of the Agreement provisions or modify or abridge the rights of The Board or The Association as provided in the Agreement, or which requires the commission of any act prohibited by law. The arbitrator is, however, empowered to include any financial reimbursement, award, or other remedies judged to be proper within the terms of the Agreement. Arguments or positions that were not presented at The Board level will not be allowed to be presented at Arbitration.

Any arbitration will be conducted in accordance with the Voluntary Labor Arbitration Rules of the AAA and will be subject to the provisions of this Agreement.

The reasonable and customary costs associated with the Arbitrator's compensation and travel expenses will be shared equally between the parties. Should any one party desire a transcript of the proceedings in arbitration, that party shall bear the full cost of such transcript. Should both parties desire a copy of the transcript, then the cost of the transcript and copy may be equally divided between the parties.

- 3.5 Waiver of Process.** The aggrieved party and The Board may waive, by mutual agreement, any steps of the grievance procedure, provided that such waiver is in writing.
- 3.6 Hearings.** If an investigation or grievance process requires an employee or The Association representative to be absent from a regular assignment, then the time shall be counted as District leave in accordance with temporary leave of absence provisions and leave recording processes for one aggrieved person and one representative from The Association.
- If an employee, other than the aggrieved, opts to be present at a grievance process, then the time will be counted against the employee's personal or vacation time, in accordance with leave provisions contained in this Agreement and subject to District approval and leave recording processes.
- In the course of an investigation, no interference with class activity or normal school procedure shall occur. An effort will be made to avoid student involvement in the grievance process. If either party anticipates using a student as a witness, the student may only participate if the student agrees and the parent/guardian has provided written consent and the other party has been provided a three (3) day advance notice in writing. Whenever possible, grievance hearings shall be held at times which will not conflict with class activity or normal school procedures.
- 3.7 Mutual Cooperation:** The Superintendent or designee, and The Association will do the investigation of any grievance. Pertinent information will be shared between the two parties in a timely manner in an effort to expedite and resolve the grievance in a mutually beneficial manner.
- 3.8 Reprisals.** No adverse action will be taken against an employee by The Board, Administration, or another employee, solely as a result of the employee's participation in a grievance process.
- 3.9 Records.** All documents, communications, and records arising from the grievance process will be filed separately from the personnel files of the participants.
- 3.10 Withdrawal of Grievance.** A grievance may be withdrawn at any level without establishing a precedent.

## **Article IV: Administrative Duties**

- 4.1** An employee covered under this Agreement will not be required to attend School Board meetings unless otherwise directed by the Superintendent.

## **Article V: Employment Actions**

- 5.1 Probationary Employees.** All employees covered under this Agreement who are new to the District will serve in a probationary period up to the first two (2) years of employment. During the probationary period, the employee may be dismissed without cause.

- 5.2 Continuing Employees:** A non-probationary employee not meeting performance expectations who may not be renewed for the next school year, must be notified of performance deficiencies and placed in a plan of assistance no later than January 1. The plan of assistance will not extend beyond ten (10) weeks or February 15. The plan of assistance shall clearly state the reason(s) for a non-renewal and will identify the area(s) and timeline for performance improvement and the District's expectations.
- The non-probationary employee or continuing employee, not renewed due to performance, shall not be entitled to rights established in Article XIII (RIF) of this Agreement.
- 5.3** Employees not notified by the appropriate dates outlined in this article for non-renewal will receive a contract for the following year.
- 5.4 Reduction in Force.** If a reduction in force occurs for any reason, the employee affected will be notified in writing as early as possible, but no later than March 15 that the position will not be offered to them for the next school year. The notice of a reduction in force will clearly state the reason(s) for the reduction in force for the employee.
- 5.5 Just Cause.** Except as provided in section 5.2, "Reduction in Force" and 5.1 "Probationary Employees" no employee will fail to have his/her contract renewed or to be disciplined, reprimanded, reduced in rank or compensation, placed on probation, suspended, or terminated without just cause. In no case will this be done publicly. An employee shall be required to select the statutory procedures and remedies available under 16 V.S.A., Section 1752 or the procedures and remedies provided for in this Agreement.

## **Article VI: Total Compensation**

- 6.1** At the time of hire, The Board, at its sole discretion, shall determine the total compensation for an employee new to the District, new to an Administrative position, or one who changes administrative jobs within the District. Compensation amounts shall be no less than 80% of the maximum amount per the respective index for the position.
- 6.2** An employee will be compensated according to the wage scale in Appendix A, as per his/her job classification index. Except in situations where a step has not been negotiated for salary advancement or an employee is not meeting performance expectations as outlined in a PIP (see Article 5.2), an employee hired above the base salary may receive a step increase each year until he/she reaches the end of the salary schedule.
- 6.3** The Superintendent may accelerate an employee through the salary schedule at the start of any contract year. A decision by the Superintendent to accelerate or not accelerate an individual through the salary schedule will not be subject to the Grievance Procedure (Article III).
- 6.4** The employee will be paid in twenty-six (26) payments within a fiscal year.
- 6.5** The standard work year for an employee shall be twelve (12) months, or 261 work days.
- 6.6** An employee hired to work less than the standard work year, will have compensation, leave, vacation, and holiday entitlements adjusted on a pro-rata basis (based on the number of contracted work days).

When a new employee is hired after July 1 of the fiscal year, compensation and benefits shall be prorated according to the number of scheduled/contracted work days/hours remaining for the year. A change to this

proration expectation may only be amended at the time of hire by mutual written agreement between The Association and The Board as a contractual condition for that employee's employment.

- 6.7 By January 15 of each year, the Superintendent will announce the summer dates for District goals and priorities planning for which the employees are expected to attend.

## Article VII: Administrative Evaluation

- 7.1 **Method of Evaluation:** The method of supervision/evaluation used by The District will be in accordance with the current practice with an understanding that the Superintendent has the final decision on the methodology and delivery until such time as a study group can evaluate options and agree on a method of evaluation.

- 7.2 All formal observation and monitoring of work performance for an employee will be conducted openly and with full knowledge of the employee.

- 7.3 **Performance Feedback:** A copy of any performance, conference, or evaluation report done by a supervisor will be given to the employee. The employee is entitled to a meeting to discuss this information at a meeting scheduled within five (5) days from receipt of the information.

No performance, conference, or evaluation report will be sent to the Central Office files, placed in the individual's personnel file, or otherwise acted on without a notification of a meeting with the individual affected. No employee will be required to sign a blank or incomplete evaluation form.

- 7.4 **Files:** An employee will have the right, upon request, to review the contents of his/her personnel file, excluding references, during normal business hours. An employee may request copies of documents, excluding references, from his/her personnel file, an employee will be entitled to have a representative of The Association accompany him/her while reviewing his/her personnel file. The Board reserves the right to provide supervision while an employee reviews his/her file.

The District agrees to protect the confidentiality of personnel records, including such secondary, confidential personnel files, as identified as protected by law (e.g. benefit information, 1-9 forms, criminal background checks, and the like) or for confidential matters involving the employee.

- 7.5 **Derogatory Information:** Any derogatory information related to an employee's conduct, service, character, or personality may be placed in an employee's file only after the employee has had the opportunity to review the material.

The employee must sign the information, acknowledging that he/she has been provided the opportunity to review the material, per this Agreement. If so desired, he/she may express that such signature in no way indicates agreement of the contents.

The employee will have the right to submit a written response to such material and this information will be reviewed by the Superintendent or designee. The response will be attached to the original document.

The employee has the right to request that any derogatory information and evaluations be removed from his/her file after five (5) years, unless it involves a serious matter (e.g. sexual or gender harassment) which could, if repeated, result in potential liability for the District, in which case the information may be retained in the file at the discretion of the Superintendent.

- 7.6 **Complaints:** Any complaint made by a parent, student, or others regarding an employee, will be promptly reviewed by the supervisor and called to the attention of the employee. If used as basis for a formal evaluation, the employee will be given an opportunity to respond to the complaint.
- 7.7 **Disciplinary Action:** If an employee is asked to attend a formal meeting with his/her supervisor, the Superintendent or The Board to discuss matters which may adversely affect the employee's continued employment, the employee will be entitled to have a representative from The Association present.

## Article VIII: Sick Leave

- 8.1 **Time Benefit:** A full time employee will be entitled to twenty-seven (27) paid sick days per year. Any unused, earned sick leave shall be cumulative to a maximum of two hundred and sixty-one (261) days. A part time employee will be entitled to a pro-rated portion of the allotted sick time, based on his/her scheduled contract year.
- 8.2 **Borrowing:** In the event of the employee's own serious health condition, as documented by a healthcare provider and as approved by the Superintendent, an employee may request to borrow up to twenty-seven (27) days from his/her future paid sick leave benefit (pro-rated for part time employees), however; if the employee leaves the District before "earning" the borrowed days back, full reimbursement of the compensation received, beyond earned time, will be made by the individual to the District except in the case of the employee's death.

In the case of the employee's own serious health condition, the Superintendent may make an exception to reimbursement.

- 8.3 **Prolonged Illness:** In the event an employee experiences a prolonged illness, continuation of wages will be made at the discretion of the Superintendent with the following considerations:
- a. The position has been budgeted for the year and the employee will be under contract for the period of paid time requested.
  - b. The illness must be documented by a healthcare provider and submitted to the Central Office. Any benefits afforded will be consistent with provisions of this Agreement or FMLA/VFPLA.
  - c. The employee/designee requests to exercise his/her rights under this Article.
  - d. All accumulated paid leave time and all other contractual benefits afforded have been exhausted.
  - e. This benefit will not be provided beyond the end of the contract year and may be used only once per employee.
  - f. The employee will continue to be paid his/her daily rate less the cost of a long-term substitute rate or the temporary employee's pay.
  - g. All usual and customary payroll deductions will be continued.
- 8.4 **Healthcare Provider Statement:** At the Superintendent's discretion, an employee using more than three (3) continuous days of sick leave under the provisions of this Agreement may be subject to providing a written statement to the Superintendent's Office from a healthcare provider. A return to work

form, indicating readiness and/or any requested accommodations may be required for absences due to a medical condition.

## Article IX Leave Time

**9.1** All leave time will be submitted through the District's automated leave tracking system unless otherwise noted.

**9.2 Emergency Leave:** A written request to use up to five (5) days per year of paid time may be made by the employee for an emergency leave. Emergency leave may be used to care for ill family members or in those situations that are approved by the Superintendent or designee.

In the unusual event additional time is needed and all other leave time has been exhausted, the employee may request to use earned sick time with the prior approval of the Superintendent or designee.

**9.3 Personal Leave:** Up to four (4) days per year may be granted to the employee for personal business matters that require an absence during regular working hours. A written request, stating the reason and length of leave must be provided to the employee's immediate supervisor at least one (1) day prior to the leave. The approval is subject to work conditions and supervisor authorization.

One (1) of the four (4) days provided may be taken solely at the discretion of the employee, as long as at least one (1) day advance notice is provided to the supervisor. In the event a personal leave request is made as a result of an emergency, the one (1) day notice required in this section may be waived.

**9.4 Bereavement Leave:** Up to five (5) paid days for bereavement shall be granted for a death in the employee's immediate family. For purposes of this Article, an immediate family member is defined as the employee's spouse, child, grandparent, sibling, grandchild, parent, son-in-law, daughter-in-law, parent-in law, or a member of the immediate household. Additional considerations for the length of leave or for persons not otherwise listed may be requested of the Superintendent. The decision of the Superintendent is final and not subject to the Grievance Procedure (Article III).

**9.5 Professional Leave:** Up to five (5) paid days may be taken for the purpose of attending workshops and seminars, conferences, or visiting other school districts. These days must be in support of the school's goals, the District's Ends, or for professional enrichment. This time will not accumulate from year to year.

The employee must request a Professional Leave from his/her immediate supervisor and the leave is subject to final approval of the Superintendent. At least one (1) weeks' notice is required prior to the commencement of the leave.

For an employee holding state or national office, whereby additional or extended release time is required, special arrangements may be made with the immediate supervisor and are subject to final approval by the Superintendent.

**9.6 Accumulation:** Leaves described in this Article may not accrue and/or roll over to the next fiscal year and are in addition to any earned and/or sick leave benefit outlined in Article VIII of this Agreement.

**9.7 Jury Duty:** An employee called for jury duty will be granted leave from work. He/she is expected to work when he/she is not required to be present in court, The District will compensate the employee in keeping with Vermont law, so as to provide that the employee's daily rate of pay is not compromised.

**9.8 Family Medical Leave (FMLA):** Administrators who qualify for leave under FMLA and the Vermont Parental and Family Leave Act (VPFLA) may be eligible for up to twelve (12) weeks of unpaid or paid leave according to The Board's policies and practices.

- a. Whenever an employee is granted paid or unpaid leave under the terms of this Agreement, and where the employee is entitled to leave pursuant to FMLA and/or VPFLA for the same occurrence, both the leave provided under this Agreement and that which is provided under FMLA/VPFLA shall be provided concurrently.
- b. FMLA/VPFLA leave shall be provided concurrent with Workers' Compensation benefit where concurrent entitlement exists.
- c. The Administrator will be required to utilize accrued paid leave, if any, during any period of leave provided pursuant to FMLA and/or VPFLA.
- d. The District utilizes a rolling twelve-month calendar to determine hours eligibility and FMLA and/or VPFLA
- e. Eligible employees may be provided leave under FMLA/VPFLA for the purposes of: the birth of a son or daughter; placement for adoption or foster care of a son or daughter with the employee; care of an employee's son, daughter, spouse, or parent who has a serious health condition as defined in the Family Medical Leave Act and/or the Vermont Parental and Family Leave Act; an employee's own serious health condition as defined in the Act preventing him or her from working. FMLA leave for military caregivers as defined in the Act will be provided per the terms of the FMLA
- f. In order to return to work from an FMLA and/or VPFLA leave, the employee may be required to provide certification to the Superintendent/designee from a healthcare provider to ensure he/she is "fit for duty" prior to said return.

More information about FMLA and/or VPFLA may be obtained from the Business Office or Human Resources.

**9.9 Holidays:** Employees shall be entitled to the following paid holidays when school is not in session:

Independence Day	Bennington Battle Day
Labor Day	Indigenous People's Day
Thanksgiving Day	Christmas Day
New Year's Day	President's Day
Town Meeting Day	Memorial Day

If a holiday listed above occurs while school is in session, it will be considered a "floating holiday" and the Administrator may take the day at another point in the year, that is mutually agreeable for the Superintendent and the employee.

**9.10 Vacation:** During the standard twelve-month (12) work year, the employee is entitled to five (5) weeks of vacation. No more than four (4) weeks may be taken during the school summer vacation months. The fifth week of vacation may be taken at a time that is mutually agreeable for the Superintendent and the employee.

**9.11 Extended Leave of Absence:** An employee may be granted an unpaid leave of absence for up to a year for such reasons as health, parental leave, exchange work or study, travel, or public service. A written leave request must be sent to the Superintendent, no later than January 1 preceding the year of requested leave.

Any replacement for the employee will be hired as a temporary employee, without a promise of continued employment.

At the end of the leave, the employee shall be reinstated to the original position as long as the position is available and the employee has provided written notification in writing by January 1 to the Superintendent of his/her intent to return for the next fiscal year. If the employee fails to notify the Superintendent of the intent to return by the stated date, the District will understand that the employee does not plan to return and his/her employment will be terminated.

**9.12** For the purpose of advancement in salary, it will be the Superintendent's discretion to credit the employee on leave for service. In no event shall an employee be placed at a salary level lower than the level at which he/she would have been at during the year of leave.

## **Article X: Professional Development**

- 10.1** Consistent with the rights negotiated under this Agreement and with prior approval from the Superintendent, The District agrees to provide up to \$4,000 per employee for one of the following:
- a College tuition for approved coursework, or,
  - b Registration fees associated with: courses, workshops, seminars, conferences, in-service training session, or other training consistent with the employee's job duties and responsibilities and is aligned with district goals and priorities, or,
  - c The purchase of technology (hardware or software) in direct support of the employee's work provided that said hardware/software expenditures do not exceed \$4,000 in any four-year period. Purchase orders/requests must be submitted consistent with current District practices.
  - d Exceptions may be made by the Superintendent.

- 10.2** Provide up to eight hundred fifty dollars (\$850.00) for each employee for membership in non-union related, Superintendent approved, professional organizations.
- 10.3** Employees, covered by this Agreement, shall be reimbursed 100% of the tuition cost for a three-credit college course at an amount not to exceed the current winter rate assessed for a three-credit college course at UVM provided that:
- a. written request to take a course and for tuition reimbursement has been submitted and it has been approved by the Superintendent prior to the beginning of the semester, and
  - b. The employee successfully completed the course with a grade of "B" or better and an official transcript has been submitted to the Superintendent, and
  - c. Documentation has been provided that indicates an actual payment to the college or university has been made, and
  - d. Only one request for a course, per semester, has been made and approved.

### **Article XI: Calling a Position**

- 11.1** An Administrator will be allowed to "call" a vacant, posted teaching position in any PreK-Grade 12 program for which they are licensed. Open positions, outside of a teacher vacancy, are not subject to the provisions of this Article.
- 11.2** **Notification:** An employee shall notify the Superintendent, in writing, of any posted teaching vacancy for which they wish to be considered and for which they are qualified and certified to perform. Further,
- a. The employee may "call" a position provided the offering of such a position does not in any way conflict with the negotiated Agreement with the SBEA, including but not limited to, recall rights under that Agreement.
  - b. If the employee has demonstrated that he/she possesses all the necessary qualifications of the position, as determined by the Superintendent/designee, the employee may not be required to interview.
  - c. The employee assuming a teaching position will be placed on the teacher salary schedule in accordance with the terms and conditions for placement as defined in the Agreement between the District and the SBEA.
  - d. Years of service, as an "administrator" will not be credited for purposes of determining placement on the teacher's seniority list.
- 11.3. Rights under this Agreement:** Upon acceptance of a teacher contract, the employee will resign his/her Administrator position. The employee's interests will be considered by The Board in determining a transition date.
- a. The employee shall waive any and all rights to the benefits offered under this Agreement upon assuming a teaching position. The employee shall be able to access benefits provided under the SBEA Master Agreement for a regular teaching assignment.

- b An employee who "calls" and is offered a teaching position relinquishes all recall rights to the administrative ranks.
- c The employee who assumes a teaching position will be allowed to carry their accrued sick time not to exceed the number of days allowable under this Agreement.
- d An employee who "calls" and assumes a teaching position is not entitled to receive an early retirement benefit (Article XVIII).

**11.4** The Superintendent will make the final decision regarding the qualification to serve in the "called" position. Such decisions shall not be subject to the Grievance Procedure (Article III).

## **Article XII: Reduction in Force**

**12.1** This Article shall apply to current employees and to employees new to the District after the two-year probation period. (Article V).

**12.2** Consistent with Article V of this Agreement, The Association shall be notified of any contemplated reduction in staff as early as possible, but no later than March 15.

**12.3** Employees shall be laid off in reverse order of seniority, within the employee's job classification (see Appendix A.)

- a Seniority, within the Administrator's position, will not be inclusive of all service to the District, rather, it will be determined by computing the employee's most recent continuous service to the District, within his/her Administrator position, starting with the date and time of the signed contract that began with the most recent period of continuous employment.
- b Seniority in The Association shall be derived by including all years of continuous employment in the South Burlington School District.
- c Seniority in the District will be established annually as of January 1.
- d The employee will continue to accrue seniority rights during all paid leaves of absence.
- e Seniority will not be broken by FMLA leave or an approved, unpaid leave of absence.
- f When seniority is equal, the ability to perform the responsibilities of the position as determined by the Superintendent will be the deciding factor,

**12.4** **Recall:** An employee shall retain the right to recall for a period of three (3) years from the effective date of the layoff (July 1.) Notice of recall will be sent by registered mail to the last address given to The Board by the employee. A copy of the recall notice will be given to The Association President.

If a vacancy becomes available within the bargaining unit, the employee who is in a "laid-off" status and who is currently licensed/endorsed to perform the job, as defined in the vacancy posting, will be provided a recall notice in the order of seniority, as outlined in this Agreement.

An employee, who is offered and accepts another Administrator position as a result of a Reduction in Force, will retain recall rights as stated above.

If an employee fails to respond to the notice of recall within ten (10) days of the date of the mailing, the employee will have been deemed to have refused the position offer and waived his/her recall rights under this Agreement.

**12.5** A list of vacant teaching positions within the District will be posted.

The employee affected by a reduction in force shall have "first refusal" rights on all vacancies for which he/she is qualified/certified for the ensuing school year, provided such right of "first refusal" does not conflict with any provisions of this Agreement.

In the event an employee is affected by a reduction in force and one or more employees are qualified for the same position vacancy, the position will be filled at the discretion of the Superintendent. Any employee negatively impacted by the decision of the Superintendent may utilize the Grievance Procedure (Article III) to contest any such decision.

### **Article XIII: Protection of Administrators**

**13.1 Working Conditions.** Employees shall not be required to work under conditions that constitute an imminent threat to their health and safety.

**13.2 Emergency Closings and Poor Weather Conditions.** Employees will not be required to report to work on days when District schools are closed due to severe weather conditions. All cancelled workdays due to weather or other emergencies shall be made up by the employee through alternative work time approved by the Superintendent or by utilizing a vacation day or floating holiday.

**13.3 Liability Coverage.** The Board agrees (to the extent of the policy limits provided in 16 V.S.A., Section 1756) to indemnify and save employees harmless from any financial loss and expense, including reasonable legal fees and costs, arising out of any claim, demand, suit, criminal prosecution or judgment by reason of any act or failure to act by such employee within or without the school building, provided such employee, at the time of the act or omission complained of, was acting in the discharge of his/her duties and within the scope of his/her employment or under the direction of The Board.

In the event the District receives notification from the insurance company that a claim has been filed, any employee named in that claim will be given prompt notice of such claim to allow him/her an opportunity to submit an account of the incident or issues in writing,

### **Article XIV: Association Rights and Privileges**

**14.1 Reprisals.** Any person, employee, Board Member, or organization shall not interfere with, restrain, coerce, or discriminate (against or in favor of) an employee engaged in activities protected by Statute.

**14.2 Association Business.** Representatives of The Association shall be permitted to transact Association business on school property pursuant to 16 V.S.A., Section 2002, however, time spent on association business in no way relieves or diminishes the responsibilities of an employee to complete his/her work.

**14.3 Dues/Agency Fee Deduction.** The District agrees to deduct dues or agency fees from the wages of an employee covered by this Agreement, provided a written authorization has been provided to the District for such deduction.

- a. A voluntary deduction form will be made available to members of the bargaining unit if they so choose to have his/her service fee deducted from wages and transmitted to The Association. The District bears no responsibility for insuring that bargaining unit members complete any service fee deduction paperwork, such responsibility shall remain solely The Association's.
- b. Authorization for dues or agency fee deductions shall be continuous from year to year, unless the employee leaves the bargaining unit.
- c. Deductions shall be made in substantially equal installments through payroll or, in the case of an authorization received during the year, in substantially equal installments for the remainder of the year.
- d. The District shall not be liable for any monies deducted or transmitted to The Association and The Association shall indemnify the District and all officers and/or representatives for any liability associated with the wage deduction and transmittal or as a result of their good faith compliance with this Agreement.
- e. The Association shall not charge the Agency Fee unless it has established and maintained a procedure to provide non-members with: 1) an audited financial statement that identifies the major categories of expenses and divides them into chargeable and non-chargeable expenses; 2) an opportunity to object to the amount of the agency fee sought, and to place in escrow any amount reasonably in dispute; and 3) promptly arbitrate by an arbitrator selected jointly by the objecting fee payer and The Association.
- f. Nothing in this Agreement shall require the District to discharge an employee who does not pay the Agency Fee.
- g. An Agency Fee shall not exceed 85% of the amount payable as dues by members of The Association.
- h. Employees may also opt to have payroll deductions for other professional dues related to the employee's position such as the VPA, NAESP, NAMSP, NASSP and ASCD.

## **Article XV: Insurance**

**15.1 Insurance.** The District will provide a flexible benefit program (Section 125 Plan) for each employee. An employee may elect to purchase health and dental insurance from the plan options. The cost of the premiums for health and dental will be deducted from the employee's wages before all taxes. A sworn statement of alternative coverage must be furnished to The District to show proof of health insurance coverage.

- a. Three medical insurance plans will be offered to the employee through a District approved plan for an individual, two-person, or family coverage. An employee may elect to participate, at his/her expense, in a plan according to the medical plan description and provisions.
- b. Dental insurance for an individual, two-person, or family will be offered to the employee at their own expense at the group rate.
- c. The District will provide and pay for Group Term Life & Accidental Death and Dismemberment (AD&D) Insurance for each employee in a face amount of \$50,000. The employee may purchase additional life insurance and AD&D coverage at their own expense at the group rate. The premium for any additional coverage will be payroll deducted on an after tax basis.
- d. The District will provide and pay the total premium cost for Long-Term Disability insurance. Premiums are paid on an after-tax basis by the District and the employee is subject to taxes if the benefit is utilized.

## **Article XVI: Retirement Benefit**

**16.1 Retirement Benefit.** "Retirement" is meant as withdrawal from administrative service under the terms of this Agreement. No employee hired after FYOI shall be eligible for this retirement benefit. Any employee employed in 2000-2001 who retires after age fifty-five (55) and who has completed fifteen (15) years of service as an Administrator or a teacher with the District shall be eligible for and entitled to receive 90% of compensation from the average of the three highest compensated years. This will be paid out over three years. No health insurance coverage will be provided.

The Superintendent will advise The Board of any unique retirement benefit situations.

An eligible employee may elect the retirement benefit by presenting a notice of retirement in writing, to the Superintendent by June 30 of the year prior to the employee's final year of employment in the District. The Board may make exceptions to the notification date after the Superintendent makes a recommendation to them.

**16.2** The Association recognizes The Board's authority to enter into arrangements with an individual employee for the purposes of establishing a severance package beneficial to both parties. Any such arrangement shall not set precedence nor be subject to the Grievance Procedure (Article III) of this Agreement.

**16.3** The District will pay for up to three (3) additional college credits or the equivalent (i.e.: workshops, seminars, training) per year, per employee for purposes of transitioning the employee to retirement. This benefit will be offered, subject to the following conditions:

- a. The employee must be fifty (50) years of age or older.
- b. The total cost incurred by the District shall not exceed two thousand (\$2,000) dollars per employee. For example, The District could commit a part of the allotted amount, such as four hundred (\$400) dollars for five (5) years for a total of two thousand dollars (\$2,000) or one payment of two thousand dollars (\$2,000).

## Article XVII: Individual Contracts

- 17.1 Form and Content.** An employee covered under this Agreement shall be subject to the terms and conditions of this Agreement and any negotiated amendments to this Agreement regardless of the date of signing an Employment Contract. Employment Contracts will be issued with total compensation and will state that the employee is responsible for the cost of any benefits they wish to participate in and for which they are eligible.
- 17.2** All Employment Contracts shall be modified by The Board annually or as necessary to comply with applicable federal and state laws and regulations.
- 17.3 Physical Exams.** If a physical exam is required of an employee as part of his/her employment, the District shall incur the cost. In those cases, a qualified and certified healthcare provider must provide documentation to the District of the ability to perform the essential duties of the job.
- 17.4 Signing by The Board.** The Board or its duly authorized agent, prior to issuance to the employee, shall sign all Employment Contracts.
- 17.5 Issuance of Contracts.** Employment Contracts for the school year shall be issued not later than May 1 of the preceding year. Employment Contracts shall be signed by the employee and returned to the Superintendent's Office within fourteen (14) days thereafter. The Superintendent may make exceptions to these dates.
- 17.6 Notification of Assignment.** An employee shall know at the time his/her contract is offered the location and position he/she will fill.

## Article XVIII: Miscellaneous

- 18.1 Anti-Discrimination Clause.** The Board and The Association agree that there will be no discrimination in hiring, training, assignment, promotion, transfer, or discipline of an employee or in the application or administration of this Agreement.
- 18.2 Savings Clause.** If any provision of this Agreement is held to be contrary to law, then such provision shall not be deemed valid, except to the extent permitted by law. However, all other provisions or applications of this Agreement shall continue in full force and be in effect.
- 18.3 Full Understanding of Parties.** The terms and conditions outlined in this Agreement represent the complete and full understanding and commitment among the District, The Board, and The Association, Alterations, changes, additions, deletions, or modifications may be made through the voluntary, mutual, and written consent of the binding parties.
- 18.4 Maintenance of Standards.** All salary, benefits, and conditions afforded to an administrative employee is outlined in this Agreement. Unless amended per Section 19.3 of this Agreement, this is applicable at the effective date of this Agreement and remains in effect through the term of this Agreement.

**18.5** Nothing contained in this Agreement will be interpreted and/or applied so as to eliminate, reduce, or otherwise diminish any employee benefit, within the terms of this Agreement, existing prior to its effective date.

**Article X: Duration**

The provisions of this Agreement will be effective July 1, 2019 and will continue in effect until June 30, 2020. The Board agrees to maintain benefits for a year and each year thereafter, should the contract automatically be renewed. This Agreement will automatically be renewed and will continue in force for additional periods of one (1) year unless The Board or The Association gives written notice to the other not later than November 1, prior to the expiration date or anniversary of this Agreement, of its desire to reopen negotiations for purposes of a successor Agreement. In witness whereof, the parties herein set their hands and seal this \_\_\_\_ day of November, 2019.

For the South Burlington Board of Directors:

For the South Burlington Administrator's School Association

\_\_\_\_\_  
Elizabeth Fitzgerald, Board Chair

\_\_\_\_\_  
Patrick Burke, SBAA Chief Negotiator

\_\_\_\_\_  
Witness

\_\_\_\_\_  
Witness

**ADMINISTRATOR'S INDEX**  
**SBAA SALARY SCHEDULE**  
 2019-2020 Wage Scale  
 Base Increase: 1.56%

Step	Index	SBHS Principal	SBHS Assistant Principal	FHTMS Principal	FHTMS Assistant Principal Student Activities Director	Elementary Principal
1	0.80000	\$117,524	\$106,152	\$113,733	\$98,569	\$109,943
2	0.82222	\$120,789	\$109,100	\$116,893	\$101,307	\$112,997
3	0.84444	\$124,054	\$112,049	\$120,052	\$104,046	\$116,051
4	0.86667	\$127,319	\$114,997	\$123,212	\$106,783	\$119,104
5	0.88889	\$130,583	\$117,947	\$126,371	\$109,521	\$122,158
6	0.91111	\$133,847	\$120,894	\$129,531	\$112,259	\$125,212
7	0.93333	\$137,113	\$123,843	\$132,690	\$114,997	\$128,266
8	0.95556	\$140,377	\$126,793	\$135,850	\$117,736	\$131,321
9	0.97778	\$143,642	\$129,741	\$139,007	\$120,474	\$134,374
10	1.00000	\$146,907	\$132,690	\$142,167	\$123,212	\$137,428
11	1.02222	\$150,170	\$135,637	\$145,326	\$125,950	\$140,482
12	1.04444	\$153,435	\$138,586	\$148,485	\$128,688	\$143,536
13	1.06666	\$156,699	\$141,534	\$151,644	\$131,425	\$146,589
14	1.08888	\$159,964	\$144,483	\$154,804	\$134,163	\$149,644
15	1.11110	\$163,227	\$147,432	\$157,962	\$136,901	\$152,696
16	1.13332	\$166,491	\$150,379	\$161,121	\$139,639	\$155,750
17	1.15554	\$169,757	\$153,328	\$164,279	\$142,376	\$158,804
18	1.17776	\$173,020	\$156,276	\$167,439	\$145,114	\$161,857

**EMPLOYMENT CONTRACT**

1 This Employment Contract, in triplicate, between \_\_\_\_\_ Administrator, and The Board of School  
 Directors of South Burlington, Vermont is hereby made for the school year beginning July 1, 20\_ and ending June  
 30, 20\_\_.

2 The period of service shall begin at the direction of the Superintendent of Schools, and continue for not more than  
 twelve (12) months.

3 The Administrator's total compensation under this contract is \$ \_\_\_\_\_

4 Assignment is \_\_\_\_\_

5 This contract is subject to The Agreement between the SBAA and The South Burlington School Board, dated  
 \_\_\_\_\_ and all amendments thereto made before or after the signing of this contract.

6 Said Administrator (holds) (is eligible to hold) the following license: \_\_\_\_\_ Level \_\_\_\_\_ which will expire in  
 the year 20\_\_\_\_.

7 Said Administrator has the following experience:

Total years administrative experience:

Years of service in this District:

\_\_\_\_\_  
 Employee Date Signed

\_\_\_\_\_  
 School Board Chair Date Signed

\_\_\_\_\_  
 Superintendent of Schools Date Signed