

SEPARATION AND SETTLEMENT AGREEMENT

THIS SEPARATION AND SETTLEMENT AGREEMENT (hereinafter this “Agreement”) dated this 13th day of May, 2014, is made by and between Jeanne Collins of Shelburne, Vermont (hereinafter “Collins”) and the City of Burlington School District, acting by and through its duly elected Board of School Commissioners, its successors and assigns (“BSD”). When used herein, BSD shall also include its past, present and future Board members, officers, agents, representatives, attorneys and employees and all persons acting by or in concert with them.

WHEREAS, Collins has served as Superintendent of BSD since 2005; and

WHEREAS, Collins is employed by BSD as Superintendent pursuant to a Professional Employment Agreement Between the BSD and Jeanne Collins, signed by Collins of April 2, 2013 and effective as of July 1, 2013 (“Contract”); and

WHEREAS, BSD desires that Collins resign as superintendent; and

WHEREAS, Collins has indicated she is willing to resign from her employment as Superintendent as of June 30, 2014; and

WHEREAS, BSD and Collins have reached an amicable agreement regarding the terms and conditions of Collins’ resignation and the remainder of Collins’ service as Superintendent; and

WHEREAS, the parties wish to enter into this Separation and Settlement Agreement in order to memorialize their understandings and to further define the obligations that the parties have to one another.

NOW THEREFORE, in consideration of the mutual understandings, agreements, and the releases referenced herein, and for other good and valuable consideration, the sufficiency of which is hereby acknowledged, the parties hereby voluntarily agree as follows:

TERMS AND CONDITIONS

1. RESIGNATION OF EMPLOYMENT

Collins will irrevocably resign her employment as Superintendent of BSD effective June 30, 2014 (“Resignation Date”). Collins agrees to execute and deliver to BSD, within twenty-four (24) hours of the execution of this Agreement by BSD, an irrevocable letter of resignation, effective June 30, 2014 (“Letter”) in a form acceptable to BSD. Collins will continue to perform all duties and responsibilities of the Superintendent in accordance with the Contract through the Resignation Date, subject to the provisions of Paragraph 7 of this Agreement, and Collins shall receive all compensation and benefits due her per the Contract through the Resignation Date.

2. SETTLEMENT PAYMENT AND BENEFITS

In consideration of the execution of this Agreement by Collins and in consideration of her relinquishing certain rights and benefits she would otherwise have under the Contract and in consideration of her performance of obligations under this Agreement, including but not limited to her execution of the Mutual Release described in Paragraph 4 of this Agreement, BSD will provide Collins with the following payments and benefits following the Resignation Date:

(a) BSD shall pay Collins Two Hundred and Twenty Five Thousand U.S. Dollars (\$225,000.00) (“Settlement Payment”) as provided for herein. The Settlement Payment shall be treated as salary. The Settlement Payment shall be made in two lump sum payments: the first payment of One Hundred and Twenty-Five Thousand U.S. Dollars (\$125,000.00) shall be made to Collins on July 15, 2014; the second payment of One Hundred Thousand U.S. Dollars (\$100,000.00) shall be made to Collins on January 15, 2015.

(b) BSD shall withhold from the Settlement Payments all standard lawful withholdings and deductions owed by Collins and shall properly report those withholdings as required by law. If the State of Vermont teacher’s pension plan will recognize the salary

payment as such and credit Collins appropriately for the salary, then there shall also be a withholding from her payments for the State pension plan otherwise there will be no such withholding. BSD shall be responsible for the payment of all financial contributions of the employer consistent with the salary amounts as indicated herein as required by law (BSD shall have no responsibility to make any contribution on behalf of Collins to the Vermont teacher's pension plan).

(c) BSD shall distribute the travel voucher that it is holding in the name of Collins to Collins prior to June 30, 2014 for Collins use as she might desire.

(d) But for the payments and benefits described in this Paragraph 2, Collins agrees that any and all other payments and/or benefits described in the Contract, including but not limited to health insurance, shall cease and terminate as of June 30, 2014. This provision does not extinguish Collins' COBRA rights after June 30, 2014.

3. NON-ADMISSIONS

BSD denies it has violated any law, constitution, regulation, statute, ordinance, contract, policy, or any other legal duty existing in common law or otherwise as regards to its relationship with Collins. Collins denies that she has violated any law, constitution, regulation, statutes, ordinance, contract, policy, or any other legal duty existing in common law or otherwise as regards to her relationship with BSD. It is understood and contemplated that this Agreement is for the compromise of potential and disputed claims, and that the consideration provided in this Agreement is not, and shall not be, construed as an admission of liability on any part of any party or parties to this Agreement or by a person released by the Mutual Release described in Paragraph 4 of this Agreement. The purpose of this Agreement is to avoid any disputes or litigation by either party and to permit the parties to move forward in their own interests as they might desire.

4. MUTUAL GENERAL RELEASE

For and in consideration of the provisions set forth in this Agreement, including but not limited to the Settlement Payment and benefits described above in paragraph 2 of this Agreement, BSD and Collins agree to comply with all of the provisions set forth in this Agreement and to sign, simultaneously with the execution of this Agreement, the Mutual General Release (“Mutual Release”), which is attached to this Agreement as **Attachment A** which shall become irrevocable following the passage of seven (7) calendar days from its execution by Collins but shall relate to all claims and causes of action through her last day of employment on June 30, 2014 as set forth in the Mutual Release. It is understood that the Mutual Release is a significant aspect of the parties’ Agreement and Collins’s failure to execute the release or her revoking it during the seven day period will operate as an automatic termination of this Agreement and of the School’s obligation to make the Settlement Payment and benefits outlined in Paragraph 2 of this Agreement.

5. NON-DISCLOSURE OF CONFIDENTIAL INFORMATION

Collins will not at any time, in any manner, either directly or indirectly, communicate to any person, corporation, or agent thereof, any confidential material and/or confidential information (without consent of BSD) concerning any matters which she gained knowledge of as a result of her employment by BSD, including, but not limited to, student information, financial information, enrollment and/or demographic data, computer programs, and other proprietary material. Such commitment shall not prevent Collins from disclosing information in any investigation conducted by a law enforcement agency or in response to a legally issued subpoena.

6. MUTUAL NON-DISPARAGEMENT

Collins agrees that she will not engage in any conduct or communications that impugns

the reputation or integrity of BSD or its Board, employees, and/or representatives. BSD agrees that the Burlington Board of School Commissioners and its individual Board Members will not engage in any conduct or communication that impugns the reputation or integrity of Collins.

7. COOPERATION

Collins will continue to perform her duties as superintendent through June 30, 2014. Collins will work to provide a smooth transition and develop a transition plan for her ceasing performing the duties of superintendent on June 30, 2014. Collins will focus as much as possible on wrapping up work already in progress and delegating new work to others. More specifically, prior to June 30, 2014, Collins will complete the climate action survey and equity report card. Collins will continue to be responsible for daily financial management and routine financial processes of the Burlington School District but she will have no involvement in substantive financial decisions and/or financial planning as this oversight will be provided by the School Board until such time as the Board authorizes or appoints another to carry out this function. Collins will, however, provide information that the Board and/or individual Board Members reasonably request in connection with creating a budget for next year and dealing with the current year financial issues. Collins' main focus should be on running the District between the signing of this Agreement and June 30, 2014, but she may not terminate the employment of any District employee without authorization from the Board. Collins will be treated as the superintendent, be at meetings, continue to direct the work of the District as required under the present contract between the District and Collins. Collins will continue to be kept fully informed by the Board of all actions contemplated, and she shall provide her evaluation and input on all proposed actions.

Collins agrees from and after June 30, 2014 through February 1, 2015 to make herself reasonably available to BSD for up to 60 hours to provide cooperation, assistance and consulting

services to BSD with respect to areas and matters in which she was involved during her employment, including any threatened or actual litigation. After February 1, 2015 or if the BSD requires more than 60 hours prior to February 1, 2015, Collins will provide reasonable additional consulting services to BSD at the rate of \$100.00 per hour so long as it does not interfere with any other employment position that she might hold at the time that consulting services might be requested except for the 60 hours. BSD will not be responsible to pay Collins for any time that Collins might incur that is not specifically requested by BSD in writing or for which Collins is legally required to undertake, because of her having been the Superintendent for the BSD.

8. SCHOOL PROPERTY

Collins agrees that on or before June 30, 2014, she shall return all Burlington School District property in her possession or control. This includes, but is not limited to, any and all records, documents, computer software and hardware, and all copies thereof. Collins also agrees to clean and remove all personal effects from her office by June 30, 2014. Notwithstanding the foregoing, Collins may keep the following technological hardware provided by the Burlington School District currently in her possession: a) iPad and all software related thereto; b) telephone including the telephone number and all other software related thereto; and c) laptop computer and all software currently on the computer. Collins shall, at or about the time she submits her letter of resignation and again on June 30, 2014, provide a Burlington School District employee access to the laptop computer and iPad referenced above so that the Burlington School District may make and keep a back-up copy of the Burlington School District data contained on the hard drives of those devices.

9. VACATION/SICK DAYS

As of the Resignation Date, Collins will have accumulated approximately twenty – two (22) vacation days. Collins agrees that between the date of execution of this Agreement and the

Resignation Date, she will use no more than twelve (12) vacation days. All remaining vacation days to which she may be entitled shall not be used and shall be forfeited by her without compensation from BSD. Collins has accumulated approximately 266 days of sick days that she will forfeit as of June 30, 2014 unless she needs to use the sick days because of illness between the signing of this Agreement and June 30, 2014.

10. REPRESENTATIONS

Collins has read this Agreement carefully, is represented by counsel in connection with same, and she understands all of its terms. Both parties represent and warrant that neither has filed or caused to be filed any lawsuit, complaint, or charge with respect to any claim or cause of action this Agreement or the Mutual Release purports to waive or release.

BSD represents that it has been represented by counsel in connection this Agreement and that it understands all of its terms. BSD represents that the person signing this Agreement for the BSD has been properly authorized to sign this Agreement and represents that all necessary actions have been taken by the BSD to properly enter into this Agreement.

11. CONSIDERATION PERIOD

Collins acknowledges that she has been given a period of twenty-one (21) calendar days to consider her execution of this Agreement. If Collins signs this Agreement before the end of the twenty-one (21) calendar day period, it will be her personal, knowing, and voluntary decision to do so. She also acknowledges that she has the right to revoke this Agreement within seven (7) calendar days of her execution hereof by delivering a written notice of such revocation to the Chair of the Burlington Board of School Commissioners, Mr. Patrick Halladay at 120 Hayward Street, Burlington, Vermont, within such time period. Otherwise this Agreement shall become fully and irrevocably effective as of the commencement of the eighth (8th) calendar day following its execution by Collins.

12. GOVERNING LAW

Collins and BSD understand and agree that this Agreement shall be governed by the laws of the United States and the State of Vermont as to performance and interpretation.

13. JOINT STATEMENT

Collins and BSD agree that, immediately following the full execution of this Agreement by both parties, even before the expiration of the 7 day rescission period, BSD shall publish a mutually agreed upon press release regarding the resignation of Collins's employment from the Burlington School District, in the form attached hereto as **Attachment B** ("Statement"). The parties agree that the Statement shall be their only public comments on the Agreement.

14. LETTER OF RECOMMENDATION

BSD agrees to provide Collins with a mutually agreeable letter of recommendation in a form **acceptable to both BSD and Collins** ("Recommendation"). Said Recommendation shall be provided to Collins within twenty-four (24) hours of the execution of this Agreement by all parties. Said Recommendation shall outline the good and positive accomplishments that Collins has made during her tenure as Superintendent of BSD. Said Recommendation shall be signed by the Chair of the Burlington Board of School Commissioners, may be utilized by Collins when applying for future employment, and shall be provided to employers by BSD when/if contacted for a reference regarding Collins provided that Collins directs future employer's inquiries regarding her to Nikki Fuller, Deputy Director of Human Resources and Recruitment and Retention Specialist.

15. SEVERABILITY

Should any provision of this Agreement be declared illegal or unenforceable by any court of competent jurisdiction and cannot be modified to be enforceable, such provision shall immediately become null and void, leaving the remainder of this Agreement in full force and

effect unless it is a material term of the Agreement such as the payment of the Settlement Payment and benefits (paragraph 2) or the effectiveness of the General Release.

16. MISCELLANEOUS

This Agreement shall inure to the benefit of, may be enforced by, and shall be binding upon the parties and their heirs, executors, administrators, personal representatives, assigns and successors in interest. This Agreement sets forth the complete agreement between the parties relating to any and all payments or obligations owed or potentially owed to Collins by BSD and to the other subjects identified herein. The parties acknowledge that this Agreement, including all attachments and the Mutual Release described herein are subject to disclosure under the requirements of Vermont's public records laws and as such, if BSD receives a request to produce the Agreement and/or the Mutual Release, it intends to comply with all requirements of the law.

17. DISPUTE RESOLUTION

Any dispute between the parties arising out of this Agreement or relating to the relationship between the parties after the signing of this Agreement, which cannot be resolved informally after thirty (30) days written notice of such dispute, shall be submitted to non-binding mediation. The administrative fees and costs of the mediator shall be shared by the parties and each party shall pay its own attorneys' fees. In the event such dispute is not resolved by mediation, it shall be submitted to binding arbitration in Burlington, Vermont by a single arbitrator mutually selected by the parties or appointed in accordance with the Employment Arbitration Rules and Mediation Procedures of the American Arbitration Association. All disputes shall be determined in accordance with the laws of the State of Vermont, except its choice of laws rules. Judgment rendered by an arbitrator may be entered in a court of competent jurisdiction in the State of Vermont. Each party shall bear his or its own costs, including attorneys' fees and share equally in the costs of arbitration, but the

arbitrator shall have the authority to award or reapportion legal fees in connection with his/her decision depending upon the substantially prevailing party.

18. COUNTERPARTS

This Agreement may be executed in counterparts, including facsimile, pdf, or photocopy counterparts, each of which shall be deemed an original but all of which taken together shall constitute a single document.

19. CONSULTATION / ENTIRE AGREEMENT / MODIFICATIONS

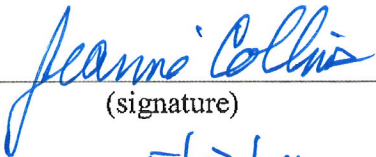
By executing this Agreement, Collins acknowledges that she has been advised by BSD to consult with an attorney in this matter, that she has had ample opportunity to discuss fully with her attorney the terms and the legal significance of this Agreement, and that she freely enters into this Agreement. This Agreement contains the entire understanding between the parties and may not be modified except in writing signed by all authorized parties to this Agreement and that this Agreement is executed without any reliance on any statement or representation by BSD or any agents of BSD concerning the nature and extent of the damages or legal liability thereof.

COLLINS ACKNOWLEDGES THAT SHE HAS READ THIS AGREEMENT, THAT SHE UNDERSTANDS IT, THAT SHE HAS BEEN GIVEN THE OPPORTUNITY TO ASK ANY QUESTIONS CONCERNING THIS AGREEMENT, THAT NEITHER BSD NOR ITS BOARD, REPRESENTATIVES, OFFICERS OR EMPLOYEES HAVE MADE ANY REPRESENTATIONS CONCERNING THE TERMS OR EFFECTS OF THIS AGREEMENT OTHER THAN THOSE CONTAINED HEREIN AND THAT SHE FREELY, VOLUNTARILY AND KNOWINGLY ENTERS INTO IT FOLLOWING THE OPPORTUNITY TO CONSULT WITH HER ATTORNEY.

ACKNOWLEDGEMENT OF ARBITRATION


THE UNDERSIGNED ACKNOWLEDGE AND UNDERSTAND THAT THIS AGREEMENT CONTAINS AN AGREEMENT TO ARBITRATE. AFTER SIGNING THIS DOCUMENT, WE UNDERSTAND THAT WE WILL NOT BE ABLE OT BRING A LAWSUIT CONCERNING ANY DISPUTE THAT MIGHT ARISE WHICH IS COVERED BY THE ARBITRATION AGREEMENT, UNLESS IT INVOLVES A QUESTION OF CONSTITUTIONAL OR CIVIL RIGHTS. INSTEAD, WE AGREE TO SUBMIT ANY SUCH DISPUTE TO AN IMPARTIAL ARBITRATOR.

JEANNE COLLINS



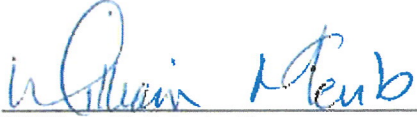
(signature)
Date: 5/13/14

BURLINGTON BOARD OF SCHOOL COMMISSIONERS

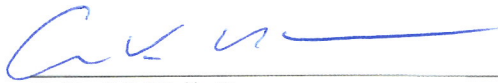
By: 

Name: Patrick Halladay, Chair
Duly Authorized
Date: 13 May 2014

APPROVED AS TO FORM:



William H. Meub, Esq.
Meub, Gallivan & Larson P.C.
65 Grove Street, PO Box 811
Rutland, VT 05702
Attorney for Jeanne Collins



Colin McNeil, Esq.
McNeil, Leddy & Sheahan P.C.
271 South Union Street
Burlington, VT 05401
Attorney for
Burlington Board of School Commissioners

MUTUAL GENERAL RELEASE

This Mutual General Release (“Release”) is between the City of Burlington School District, acting by and through its duly elected Board of School Commissioners (“BSD”) and Jeanne Collins (“Collins”), and is for the purpose of resolving all existing or potential disputes including, but not limited to, those arising out of the employment relationship that existed between the BSD and Collins prior to July 1, 2014 as more fully set forth herein.

For good and valuable consideration as set forth in the Separation and Settlement Agreement between the BSD and Collins dated May __, 2014, (“Agreement”) and irrevocably effective unless the Agreement and/or this Release has been properly revoked within seven (7) calendar days of its execution by Collins, BSD and Collins agree as follows:

1. Collins for herself and her heirs, executors and administrators, releases and forever discharges BSD and its affiliates, and its successors and assigns, subsidiaries, and all of its directors, Board members, employees, representatives, attorneys and agents (collectively referred as the “Released Parties”) from any and all claims or causes of action whatsoever, which she ever had or has now against the Released Parties, whether they are known now or unknown from the commencement of her employment relationship with BSD until the date of her resignation, June 30, 2014, except for any claims that arise out of the terms of the Agreement or this Release.

Collins understands and agrees that this document is a general release that releases all claims and causes of action against the Released Parties that Collins ever had or now has for acts or omissions up to the date of resignation from her employment with BSD, except for any claims that arise out of the terms of the Agreement or this Release, including, but not limited to, the following: (a) all claims relating to Collins's employment with BSD, or the resignation of her employment as Superintendent of the Burlington School District, including, but not limited to, any claims arising under Title VII of the Civil Rights Act of 1964; the Civil Rights Act of 1866; the Age Discrimination in Employment Act (“ADEA”); the Older Worker Benefits Protection Act (“OWBPA”); the Employee Retirement Income Security Act; the Family and Medical Leave Act; the Americans with Disabilities Act; 21 V.S.A. Subchapter 4A; 21 V.S.A. §495; and/or any other federal, state or local law; (b) all claims under any principle of common law or equity, including but not limited to, claims for alleged unpaid compensation and benefits, other monies; any tort; breach of contract; and any other allegedly wrongful practices; (c) all rights and claims under any employment agreement between BSD and Collins, including, but not limited to, the Professional Employment Agreement Between the Board of School Commissioners and Jeanne Collins effective July 1, 2013 and signed by Collins on April 2, 2013 (“Employment Agreement”) and any BSD policies and/or handbooks; and (d) all claims for any type of relief from BSD, including without limitation any claims for any kind of compensatory, special, or consequential damages, punitive or liquidated damages, attorneys' fees, costs, disbursements, or expenses of any kind whatsoever. Finally, Collins understands and agrees that, if she does file such a claim,

BSD may be entitled to restitution, set-off or recoupment of some or all of the payments provided to her pursuant to the Agreement.

Excluded from this release by Collins are any claims which cannot be waived by law, including but not limited to, the right to file a charge with or participate in an investigation conducted by certain government agencies. However, Collins understands and agrees that she is waiving the right to any monetary recovery should any agency (including, but not limited to, the Equal Employment Opportunity Commission) or third party pursue any claims on her behalf, and that the consideration paid for this Release and as provided for in the Agreement provides her with full relief and she will not accept any additional relief other than as provided for in the Agreement.

2. BSD understands and agrees that this document is a general release that releases all claims and causes of action that it might have against Collins except as otherwise provided for herein. BSD hereby waives, releases and covenants not to sue Collins, her successors and assigns, from all rights, actions, claims, and any and all liability to it, except for any claims that arise out of the terms of the Agreement or this Release. The claims that BSD is releasing are referred to herein as "BSD's Claims" and such claims include all of its rights to any relief of any kind from Collins, including but not limited to, all claims it has now, whether or not it now knows about the claims, including, but not limited to, the following: (a) all claims relating to Collins employment with BSD; (b) all claims under any principle of common law or equity, including, but not limited to, claims for monies; any tort; or other personal injury claim and any other allegedly wrongful practices; (c) all rights and claims under any employment agreement between BSD and Collins, including but not limited to, the Employment Agreement; (d) all claims for breach of express or implied contract, breach of fiduciary duty, breach of express or implied covenants of good faith, promissory estoppels; and (e) all claims for any type of relief from Collins including any claims for any kind of compensatory, special, or consequential damages, punitive or liquidated damages, attorney's fees, costs, disbursements, or expenses of any kind whatsoever.

Excluded from this release of BSD Claims are any claims for fraud and/or embezzlement or those which cannot be waived or extinguished as a matter of law and any claims that arise out of the terms of the Agreement.

3. BSD and Collins agree further that if any provision of this Release is held to be invalid or unenforceable to any extent, the remainder of this Release shall not be affected, and shall be enforced to the greatest extent permitted by law.

4. BSD and Collins agree that neither this Release nor the payment of the consideration for this Release and otherwise as outlined in the Agreement shall be considered or construed for any purpose as an admission by BSD or Collins of any liability or unlawful conduct or wrongful conduct of any kind and that any such liability is expressly denied.

5. Collins states and represents that she has been advised that she could have up to twenty - one (21) days to consider this Release before signing it, that she has carefully read this Release, knows the contents of it, freely and voluntarily assents to all of its terms and conditions,

understands the final and binding effect of this Release, and signs it as her own free act with the full intent of releasing the Released Parties from all claims.

6. Collins understands that she may revoke the Agreement and this Release at any time within seven (7) calendar days of signing them as set forth in the Agreement. Revocation can only be made by delivering a written notice of revocation to School Board Chair Patrick Halladay at 120 Hayward Street, Burlington, Vermont. For revocation to be effective, written notice must be received by Mr. Halladay at the address listed above no later than the close of business on the seventh calendar day after Collins signs the Release. Unless revoked by Collins, this Release shall become effective, valid and binding on the eighth calendar day after Collins signs this Release. Collins acknowledges that if she elects not to execute or revokes this Release she will not have fulfilled her obligations under the Agreement and she will have no right to any Settlement Payment or benefit(s) derived pursuant to that Agreement. Collins acknowledges that BSD has advised her to consult with an attorney before signing this Release and she acknowledges that she has and is fully satisfied with her representation.

7. Collins and BSD acknowledge and agree that unless revoked by Collins in accordance with the terms outlined above, this Release relates to all claims and causes of action referenced in sections 1 and 2 of this Release through her last day of employment on June 30, 2014, unless provided for otherwise in this Release.

DATED at _____, this ___ day of _____, 2014.

Jeanne Collins

STATE OF VERMONT
COUNTY OF _____, SS.

On this ___ day of _____ 2014, Jeanne Collins personally appeared, and she acknowledged the foregoing instrument to be his free act and deed, without duress or coercion, and that she executed it for the purposes therein contained.

Before me,

Notary Public
My Commission Expires:

DATED at _____, this ____ day of _____, 2014.

Duly Authorized Agent of the
Burlington Board of School
Commissioners

STATE OF VERMONT
COUNTY OF _____, SS.

On this ____ day of _____ 2014, _____
personally appeared, and he/she acknowledged the foregoing instrument to be his/her free act
and deed and the free act and deed of the Burlington Board of School Commissioners, without
duress or coercion, and that he/she executed it for the purposes therein contained.

Before me,

Notary Public
My Commission Expires:

101040-94

For Immediate Release

Date: May 13, 2014

From: Joint Statement of the Burlington School Board and Superintendent Jeanne Collins

Burlington School Superintendent to Leave Post on June 30 after 14 years in District

The Burlington School Board and Superintendent Jeanné Collins jointly announce Ms. Collins' resignation. In accordance with a negotiated departure, the superintendent will leave her position effective June 30 after 14 years in the Burlington School District, including nine years as the superintendent. Ms. Collins will stay on through the end of the school year to assist with a smooth transition to new interim leadership.

The Board initiated talks regarding her resignation on April 18, 2014 in response to the financial issues that became evident to the Board this spring, including the third consecutive budget deficit in excess of \$1 million. At this time, the school board and the superintendent have agreed to part ways with both parties seeking a new direction. Both parties acknowledge that the financial challenges that the district currently faces must be addressed and remedied.

"There is shared responsibility for the current financial situation," said School Board Chair Patrick Halladay. "The Board could and should have asserted more oversight, and the superintendent could have managed the situation differently so as to have avoided the current situation. The Board is deeply concerned with the budget deficit for the fiscal year 2014," said Halladay.

"We are responding with a sharp focus on accountability and improved management, leadership, and financial controls to get the district on sound financial footing and to rebuild the public's confidence," Halladay said. "The Board views a leadership change as integral to the district's future and believes it will set the stage for Burlington schools to make more advances by continuing to focus on providing equitable and high quality education for all students."

Both the Board and Superintendent Collins have agreed this negotiated solution represents a fair resolution. Ms. Collins will receive approximately half of the remaining value of her salary and benefits (\$225,000).

“The Board sincerely thanks Superintendent Collins for her 14 years of service and commitment to the children and the community. There is clearly much to be proud of that was accomplished during Jeanné’s tenure, including the partnership with Winooski schools through the Partnership for Change, the creation of the magnet schools, and an investment in assuring an inclusive environment in the schools and equitable outcomes for all students. We wish her well as the district looks forward to a new era.”

Collins thanked the city’s students and families. “While it will be hard to leave Burlington after years of investment in the District and the gains I’ve witnessed in students, I am confident that the district is heading in a good direction and I am excited to take on new challenges. There were many factors that contributed to the financial challenges of the past few years—from personnel issues in the finance department to alterations in state and federal funding formulas to the need to update our accounting software; however, as the chief executive of the district, I am responsible for properly managing the finances of the District.”

Collins joined the Burlington schools in 2000 as the director of special services and became superintendent five years later. She was named Vermont Superintendent of the Year in 2011 and won the Peter Clavelle award for leadership in 2010.

Halladay noted that during Collins’s time as superintendent the district:

- created the Integrated Arts and Sustainability Academies leading to innovative instruction and greater socio-economic integration in elementary schools across the city;
- invested heavily in new technology in the middle and high schools to transform teaching and learning;
- won a \$3.7 million Nellie Mae Foundation grant to partner with Winooski schools in innovative approaches to high school education;
- prioritized investment in the infrastructure of the schools;
- oversaw the implementation of a plan to embrace diversity and seek equity in the experiences of all students;
- and, supported the creativity of the district’s nationally recognized food service department and its dedication to locally-sourced and ethnically-inclusive meals.

In the weeks to come, the School Board will continue the work on which it has embarked over the last month to re-establish a balanced budget for the District and regain the trust of the community. The Board is planning to conduct a nationwide search for Superintendent Collins' successor, and has initiated the processes of quickly identifying and hiring an interim superintendent.

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