

***BURLINGTON SCHOOL BOARD  
PROPOSAL FOR***

**2010 – 2013**

**AGREEMENT**

**Between**

**Burlington Board  
of  
School Commissioners**

**and the**

**Burlington Teachers  
of the  
Burlington Education Association, Inc.**

**Date January 7, 2010**

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**SECTION I**  
**RECOGNITION, DURATION AND RE-NEGOTIATION PROCEDURES**

**ARTICLE I**  
**RECOGNITION**

1.1 The Board recognizes the Association as the sole and exclusive representative for collective bargaining purposes concerning the terms and conditions of employment and other matters of mutual concern for all professional employees of the Board subject to representation under Chapter 57 of 16 V.S.A., as amended, (Labor Relations for Teachers), but excluding administrators ~~and all other employees, those holding endorsements from the Vermont Department of Education that do not include teaching responsibilities~~ and all other employees.

1.3 Despite reference in this Agreement to the Board or the Association as such, ~~the Board each~~ reserves the right to act hereunder by ~~its superintendent or designee and both parties reserve the right to act by a~~ committee (which committee will not exceed ~~five~~ ~~fifteen~~ (15) in number), individual member, or designated representative whether or not a member.

1.4 Except as otherwise specifically provided in this Agreement or otherwise mutually agreed to in writing between both parties, the determination of educational policy, the operation and management of the schools and the control, supervision, and direction of the staff are vested exclusively in the Board.

For example, but not limited thereto, the Board shall have the exclusive right, without recourse to the grievance and arbitrations procedures hereof, subject to the provisions of this Agreement and consistent with applicable laws and regulations:

to direct employees in the performance of their duties;

to hire, promote, transfer, assign and retain employees in positions within the bargaining unit and to suspend, demote, discharge or take other action against such employees for just cause;

to determine the size and composition of the work force and to establish new ~~job classifications~~ positions or change the contents of existing jobs as deemed necessary for the better management of this District;

to determine the methods, means, and personnel by which such operations are to be conducted;

to abolish positions or to lay-off employees;

to take reasonable action necessary to carry out the purposes of the District, which may arise in emergency situations, i.e., circumstances of a critical nature calling for immediate action to protect the public interest and which are not expected to be of a recurring nature;

to contract out for goods or services;

to determine plans and programs to be undertaken by the District;

to introduce new methods or to change existing methods of operations or facilities;

to introduce new work schedules or to change the existing schedules;

to determine the criteria for evaluating job performance;

to require employees to meet minimum standards of medical fitness, including sending employees for medical examinations periodically or in case of individual health problems affecting the job performance.

## ARTICLE II DURATION OF AGREEMENT

2.1 This Agreement shall be effective as of September 1, ~~2006-2010~~ and shall continue in full force and effect until twelve o'clock midnight on August 31, ~~2009-2013~~. ~~If either party the Association desires to negotiate changes in a successor Agreement, written notice of desire to commence negotiations for a successor to the Agreement will begin must be received by the Superintendent and/or President of the Association not later than November 1 of the year before this Agreement expires, unless the Association notifies the Board that it does not intend to negotiate. A failure to provide such notice shall result in the Agreement being renewed for one additional year.~~

## ARTICLE III PROCEDURE FOR NEGOTIATION OF SUCCESSOR AGREEMENT

3.1 Should notice of desire to modify or terminate be given in accordance with 2.1 hereof, the Board and the Association agree to meet not later than the ~~December-January~~ 15, prior to the expiration of this Agreement for the purpose of negotiations in a good faith effort to reach agreement as set forth in section 3.2 of this Article III.

3.2 During negotiations, the Board and Association will present relevant data, exchange points of view and make proposals and counter-proposals. The Association and Board will submit requests on negotiable matters not later than ~~December-January~~ 15, prior to the expiration of this Agreement. The Board will provide the Association with a complete tentative line budget for the next fiscal year as well as budgetary proposals recommended to the Board by its Finance Committee and all actual appropriations as soon as available. The Board will make available to the Association all pertinent records, data and information of public nature relating to the Burlington School District.

The parties agree that the best interests of the school system might entail consultation between the Board and the Association concerning the contract proposals and the course of negotiations between the Board and other school system bargaining units. Provided, neither party shall have any obligation to discuss any contract proposal between it and another bargaining unit unless it unilaterally decides to do so.

3.3 If, after discussion of all negotiable matters, but in no event later than ~~February-March~~ 15, the parties fail to reach agreement on any negotiable subject, either party may declare an impasse. ~~Within three (3) calendar 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 they 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 after the receipt of such request in accordance with rules and procedures prescribed by it for making such appointments. 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. Following the declaration of impasse the parties shall follow the procedures mandated by the Vermont Statutes Annotated relating to labor relations for teachers. (16 V.S.A. Chapter 57)~~

~~3.4 If the mediator is unable, within ten (10) calendar days after the first mediation session, to effect settlement of said controversy, 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 attempt to designate a third person to serve as chairman of the panel and to obtain a commitment from said person to serve. If within two (2) calendar days after their appointment, the two (2) appointees are unable to agree upon a chairman and/or to obtain such a commitment, or if either party fails to appoint its fact-finder within the aforesaid five (5) calendar day period, either party may request the American Arbitration Association to designate a chairman, after receipt of such request, in accordance with rules and procedures prescribed by it for making such designations. The chairman so designated will not, without consent of both parties, be the same person who was appointed mediator under the preceding paragraph.~~

~~3.5 The panel will, within ten (10) calendar days after the designation of the chairman, meet with the parties or their representatives, or both, forthwith, either jointly or separately, and make inquiries 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 making findings of recommendations with respect to negotiable subjects only. Said recommendations will be advisory only and will be made within thirty (30) calendar days after the designation of the chairman. The panel shall make such findings and recommendations public, if the issues in dispute are not settled within ten (10) calendar days of the delivery of the report. The costs for the services of the chairman, including his/her per diem expenses, if any, and his/her actual and necessary travel and subsistence expenses and the costs of a hearing room and transcript will be shared equally by the Board and the Association. All other expenses will be paid by the party incurring them.~~

~~3.10 In the event the parties have not reached an agreement on a successor agreement before the expiration of the current Agreement, there will be no step or lateral movement by teachers unless provided for by the successor agreement.~~

## SECTION II RIGHTS AND RESPONSIBILITIES

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### ARTICLE IV RESPONSIBILITIES OF THE PARTIES

~~4.15 Aides-Paraeducators and employees working under personal services contracts are to be used as supportive personnel to the extent permitted by law and applicable regulations. ~~only and will not replace the teaching functions of teachers, but may assist the teachers in carrying out that function.~~~~

4.20 The Association and the Board shall establish a Standing Association/~~Board~~ Labor Management Committee, ~~ABC~~, to review issues of mutual concern. Committee recommendations may be made to appropriate boards or groups. The Board and the Association shall establish membership on the ABCCommittee. The Association and Board shall appoint two members each. One representative of the Executive board and one school board member shall serve ex-officio. Representatives of other associations or groups may be included. Excluded from Committee consideration are matters which by law must be collectively bargained except those specifically assigned to the Committee by the terms of this Agreement.

**SECTION III**  
**OPERATIONAL**

**ARTICLE V**  
**EVALUATION**

5.2 A teacher shall be given a copy of any class visit or evaluation report prepared by his/her evaluators and will be entitled to a conference to discuss said report. If a report is prepared by an evaluator concerning a class visit, such report shall be shared with the teacher within ~~three (3)~~ten (10) school days of the classroom observation. No such report shall be submitted to the central office, placed in the teacher's files or otherwise acted upon without prior conference with the teacher. No teacher shall be required to sign a blank or incomplete evaluation form. The Board agrees that any evaluation system which it utilizes must involve adequate notification of what is expected of a teacher, adequate observation so as to allow for informed judgment and adequate opportunity for correction of any noted deficiency, which is, in fact, correctable.

5.5 Materials in the individual's personnel files which the Board and the Association agree lack basis in fact shall be removed at the request of the teacher.

5.7 Performance-related Non-renewals and Denial of Step Increments:

Teachers whom the Board intends not to rehire for performance related reasons or to place on the next step of the salary schedule for the next school year, shall be notified in writing on or before March 1. Provided, in the case of a teacher who is subject to a remediation plan resulting from the evaluation process, the date for written notice hereunder shall be June 1. Such notice shall set forth the reasons for non-renewal or withholding of salary increment. Upon A teacher may request, a meeting shall be held with the administration relating to such notification. Weingarten rights of representation shall apply tfo such meeting but shall not be applicable at any earlier stage of the evaluation process. If a notice of non-renewal is given, the date of such notice shall be regarded for job posting purposes as the date at which a vacancy occurs.

**ARTICLE VI**  
**TEACHING DUTIES**

6.1 Teachers will be required to attend planned activities on preparation day. ~~Teachers shall be permitted to use one half (1/2) of the first day of school for~~ Within the first inservice days prior to the start of the student school year, the Board shall allocate not less than one half (1/2) day for teacher preparation time.

6.4 ~~Prior to the assignment of a student with disabilities, for whom an IEP is required within a grade or subject area, the appropriate administrator shall meet jointly with all of the teachers involved to attempt to reach a consensus regarding the most appropriate assignment of the student among the teachers, the best learning situation for a student, and the training and assistance needed by the teacher or teachers to whom the student will be assigned. If a consensus is not reached, a final determination shall be made by the Superintendent or his/her designee. Teachers shall be released from normal duties for training required pursuant to this Section. The Board shall meet its obligation under federal and state laws with regard to students with disabilities and/or special needs.~~

6.6 Classroom teachers will, in addition to their lunch period, have daily preparation time during which they will not be assigned to any other duties as follows:

1. Elementary School - not less than current practices surrounding the provision of thirty (30) continuous minutes shall continue but the District will ensure that no less than 30 minutes of continuous preparation time. An additional fifteen (15) minutes per day will also be provided.

2. Middle School - not less than forty-five (45) continuous minutes.

3. High School - not less than forty-five (45) continuous minutes; ~~or two (2) continuous mods whichever is less.~~

6.8 (a) With the exception of the daily duty free preparation time and lunch period pursuant to Section 6.6 hereof, the assignment of all aspects of a teacher's on site duty day may be made by the Board in its sole discretion.

~~Teachers in grades 9 through 12 inclusive in the areas of math, English, social studies, business education, special education, art, ELL, foreign languages, and non-laboratory science shall not be involuntarily assigned more than five (5) teaching blocks per two-day period. (A teaching block is 88 minutes, the equivalent of two (2) 44 minute classes.) Teachers in science, where laboratories are an integral part of the class, shall be assigned no more than an average of six (6) teaching periods blocks per two-day period to a maximum of twenty-eight (28) 44 minute classes per week. Teachers in the area of technical and industrial education, driver education, home economics, music, and physical education shall be assigned no more than six (6) teaching blocks per two-day period. Secondary High school teachers assigned five (5) teaching blocks per two-day period or less may be assigned to one (1) supervisory assignment consisting of no more than one (1) block. Any teaching area not expressly covered by this Article, shall be assigned no more than five (5) teaching blocks per two-day. The additional fifteen (15) minutes shall be used for instructional time with students at the middle and high school levels, and for teacher preparation time at the elementary level. Middle school teachers may not involuntarily be assigned more than two hundred and eighty two (282) minutes of student contact time per day. The assignments of teachers in alternative programs shall be determined by the Board based upon the needs and different schedules of such programs.~~

~~————Middle school teachers may not involuntarily be assigned more than two hundred and eighty two (282) minutes of student contact time per day.~~

(b) ..... Lead teachers ~~will~~may be appointed at the Burlington High School by the Principal generally for the ~~2007-2008 and~~ 2009-2010 school years and at up to two (2) year intervals thereafter period of time. The recommendations of the particular departments shall be considered by the Principal. ~~In the English, History, Math and Science departments, Lead Teachers will not teach more than four (4) classes and will have no sixth (6<sup>th</sup>) assignment.~~ In the Secondary Special Education departments, ~~the a~~ Lead Teacher will either have a reduced caseload or will be paid a stipend determined by the Administration. ~~In all other departments, Lead Teachers will not teach more than five (5) classes, shall have no sixth (6<sup>th</sup>) assignment and~~ shall be paid a stipend determined by the Administration and will be determined for the school year in the spring of the preceding for the following year.

(c) ..... The Board shall comply with applicable federal and state laws and regulations with regard to the assignment of students and with regard to the number of students per square feet assigned to a location within a building.

~~Teachers, other than Middle School Physical Education teachers, in grades 7-12 inclusive unless otherwise provided may be assigned up to one hundred fifty (150) students. Middle School Physical Education~~

~~teachers may be assigned up to three hundred (300) students once a week, instead of one hundred fifty (150) students once a week. Language Arts teachers may be assigned at an average, taking into account all such teachers, of one hundred (100) students, with no language arts class exceeding twenty five (25) students (students/FTE Language Arts teachers = average of 100). The Board will make reasonable efforts to distribute language arts assignments in an equitable fashion. Such reasonable efforts will not be subject to the grievance procedures hereof except in the case of retaliation or reprisal. Teachers in areas where laboratories are an integral part of the curriculum may be assigned up to but not more than twenty four (24) students per period. Teachers in areas where shops are an integral part of the curriculum may be assigned up to twenty (20) students per period. Guidance counselors may be assigned up to but not more than a district wide average of three hundred (300) students per guidance counselor. No class in grades 1 through 12 will exceed a ratio greater than one (1) student for each thirty (30) square feet of available classroom size except that the number of students in a kindergarten class will not exceed a ratio greater than one (1) student for each fifty (50) square feet of available classroom space. It is understood and agreed that the square footage computation shall be determined by use of the mode of calculation used by the Vermont Department of Education during the 1981-82 school year.~~

~~It is agreed that the quantitative standards set forth in this subsection (b) shall not be a negotiable item during future collective bargaining unless the specific State Department of Education quantitative standard has been made more restrictive than as set forth herein.~~

## ARTICLE VII DUTIES

7.1 Duties including, but not limited to, the supervision of cafeterias and lunchrooms, supervision of playgrounds, hallways, busses, lavatories, and the collection of money or other items from students ~~which were performed by teachers at the elementary level during the preceding Agreement~~ may be assigned to elementary teachers. ~~Such duties performed by teachers at the secondary level during the preceding Agreement may be assigned to secondary teachers. Secondary school~~ Teachers may be assigned to ~~intermittently~~ monitor lavatories and/or ~~areas~~ areas outside the school buildings. ~~Duties other than those which may be permissibly assigned as specified above, may only be assigned if such duties are within the character of permissible assignments or are performed by volunteers.~~

~~Duties may be assigned to secondary teachers who have no sixth teaching assignment. At the secondary level, the assignment of duties shall entail performance of all of a day's assignment within a maximum of fifty (50) minutes time frame per day.~~

~~Volunteers will be solicited and considered before assigning specific duties. The administration will make reasonable efforts to distribute assignments in an equitable fashion.~~

7.2 ~~Classroom teachers shall not be required to perform routine clerical functions with respect to Pupil Progress Records (PPR's), Individual Educational Plans (IEP's), and Basic Competence records.~~

7.3 ~~Continued reasonable efforts shall be made to consolidate PPR's and basic competencies records; where necessary, to more concisely define course objectives in order to simplify students' achievement record-keeping, and to clearly define and communicate to all teachers the uses and functions of PPR's. The object of this effort shall be to maximize the usefulness of PPR's with respect to the School District's educational objectives and State Mandates, including portfolios and to minimize the impact of recordkeeping on the workload of teachers.~~

## ARTICLE VIII

## WORKING CONDITIONS

8.1 ~~All teachers shall be guaranteed a duty free lunch period of not less than one module (22-25 minutes) and the Board shall use its best efforts to schedule so that two modules for lunch will be available for each teacher. Lunch will be scheduled between the hours of 11:00 A.M. and 1:30 P.M. 22 minutes.~~

8.3 Teachers shall not be required or requested to work under unsafe or hazardous conditions or to perform tasks which unreasonably endanger their health or safety. ~~The test of reason shall be applied in determining whether this section has been violated. The basis for determining whether this standard has been violated shall be whether the Board has met its obligations under applicable laws and regulations.~~

8.7 All teachers may be assigned appropriate starting and dismissal times, provided that their total work day will be no longer than ~~eight seven hours, forty five minutes~~ hours of consecutive time, including ~~the~~ duty-free lunch period, of not less than 22 minutes, and 4530 minute preparation time. ~~guaranteed to them under section 8.1. The Board may schedule assigned duties and/or meetings outside of the student day and the of the teacher duty day in any building. Teachers are accorded the right to leave after their last class of the day but in no event earlier than 2:00 P.M. on Fridays and the day preceding vacation periods irrespective of the seven hour, forty five minute restriction.~~

8.8 ~~In regard to delayed opening and/or early dismissal days, the workday of teachers will begin fifteen (15) minutes before the scheduled student starting time on said day, and will end fifteen (15) minutes after the scheduled student dismissal time on said day.~~

8.9 Teachers may be required to ~~remain after the end of the~~ attend meetings outside the regular workday without additional compensation not more than ~~one (1) two (2) days~~ each week, one of which shall be to attend faculty or other professional meetings of not more than one (1) hour's duration, and the other shall be for meetings related to educational services such as, but not limited to, open houses. No more than two (2) open houses in addition to the other obligations shall be scheduled per school in any one school year. . All such meetings will begin no later than fifteen (15) minutes after students' dismissal time. Parent-teacher conferences will not be included within the limits of this article and will be scheduled after consultation with the faculty in each school.

8.11 Whenever any teacher is required to appear before the Board, or any committee or member thereof, or before the Superintendent(s), ~~for a second or additional times~~ concerning any matter which could adversely affect the teacher in her/his office, position, or employment, the teacher shall be entitled to have a representative of the Association (~~B.E.A. President or Grievance Chairperson~~) present to advise her/him and represent her/him during such meeting or interview. Teachers shall be advised of the nature of such meeting at least twenty-four (24) hours in advance, except for emergencies. When an emergency meeting is called, the teacher shall present herself/himself therefore as soon as possible, but shall be entitled to meet with her/his association representative for a maximum of thirty (30) minutes prior to such meeting. For purposes of this Section, an emergency meeting shall be regarded as a meeting which must be held upon less than twenty-four (24) hours notice.

### SECTION III

### WAGES AND BENEFITS

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### ARTICLE IX

### ONTOPALTERNATIVE EDUCATION PROGRAMS

## 9.1 Scheduling of Alternative Education programs

~~The Board shall be authorized to establish schedules that meet the operating needs of alternative programs and magnet schools whose program needs and/or schedule needs differ from the equivalent general education programs, such as Ontop, Horizons, etc. The same authorization shall apply to integrated academies and magnet school locations. The class size limits, student contact limits, class period limits and supervisory assignment limits otherwise applicable shall not apply in such circumstances. These schedules will be developed by the Board on the basis of the best interest of the students. This section does not apply to employees of the Burlington Technical Center.~~

~~Notwithstanding the other provisions of this Agreement, in recognition of ONTOP being an alternative secondary school district alternative education programs with unique program needs whose program needs and/or schedule differs from the equivalent general education program, the following conditions of employment shall apply to teachers in such programs:-~~

~~(a) ONTOP tTeachers may be assigned no more than two twelve hundred fifty (1250) minutes of instruction per school dayweek.~~

~~(b) ONTOP tTeachers may be required to attend two (2) staff meetings per week. All such meetings will begin no later than fifteen (15) minutes after student dismissal time and may last up to two (2) hours in length.~~

~~(c) The Directors of ONTOP such programs may require the attendance of ONTOP teachers at parent conferences. The administration shall make reasonable efforts to schedule such conferences to commence no later than 4:00 p.m. On Fridays, such conferences shall commence no later than 1:00 p.m. or fifteen (15) minutes after student dismissal, whichever is later.~~

~~(d) ONTOP tTeachers may be required to assist in the observation, recording and tabulating of student behavior on an ongoing basis when the students are at the school facility, excluding a duty free lunch period of not less than twenty-two (22) minutes per school day as well as a normal preparation period.~~

~~(e) ONTOP teachers may be required to participate in occasional weekend or overnight activities with the students. Such teachers will not have primary responsibility for planning and/or supervising such activities unless such responsibilities are defined as part of the job when teachers are hired into or are transferred to the position. The activities will be limited to no more than three (3) weekends (six (6) nights) or the equivalent per school year. Teachers participating in these activities will be granted compensatory time as scheduled by the Director of ONTOP at a rate equivalent to two (2) half (1/2) days per weekend worked.~~

## ARTICLE X VACANCIES

~~10.2 An absence which the Superintendent has decided to fill, shall be filled by a substitute teacher.~~

~~For the first thirty (30) school days that a substitute fills a position, the substitute shall receive substitute pay only, which shall be at a rate established by the Superintendent. After thirty (30) school days of filling a position, a substitute shall be paid for subsequent school days worked filling such position at a rate established by the Superintendent which shall not be less than the per diem derived by dividing the number of school days of the school year into the BA step 1 salary. In no case shall a substitute have expectation of nor entitlement to continued employment.~~

10.3 (a) A temporary leave position of less than a full school year's duration shall be treated the same as any absence. However, when there is mutual agreement between the Superintendent and the Association to do so, a temporary leave position of less than a full school year's duration may be posted for filling by means of a temporary transfer by a continuing teacher. If such transfer is effected, the position from which a continuing teacher is temporarily transferred shall be considered a temporary leave position.

(b) A temporary leave position of a full school year's duration shall first be filled by the employment of a licensed and qualified teacher on the recall list using an LTCARC, ~~except as qualified by section 12.1(e)~~. If there is no teacher on the recall list licensed and qualified for assignment to the temporary leave position, then the Superintendent may post the position for temporary transfer by a continuing teacher and/or post for filling of the temporary leave position by the employment of an individual from outside the teacher bargaining unit using a LTC.

(c) If a temporary leave position is filled by a temporary transfer, then the position from which a continuing teacher is temporarily transferred shall be considered a temporary leave position.

(d) The teacher on the leave of absence which creates the temporary leave position is guaranteed the right to return to the original position held before the leave commenced, unless the teacher or position is affected by a reduction in force or the position is eliminated while the teacher is on the leave.

(e) A teacher who is temporarily transferred to fill a temporary leave position, please see subsections 13.1(i) and (j).

(f) If the temporary leave causing a temporary leave position extends beyond the school year, the filling of the position for the next school year shall be according to the appropriate subsection of this section 10.3.

## ARTICLE XI RIFs

11.1 (a) Should the Board determine that it is contemplating a reduction in the level of professional staffing (RIF) for the next school year, it will so inform the Association on or before March 15 (or by the following Monday if March 15 falls on a weekend) and will provide the BEA the anticipated RIF information: positions to be reduced, the areas, the names if available and the rationale. The individual teachers impacted by a reduction in force decision will be notified no later than April 15. Notwithstanding the above, such notice to a Technical Center teacher will be given no later than April 28.

~~At the second Board meeting in March, the BEA will present its challenges, if any, to the anticipated reductions. The Board will notify the BEA and the individual teachers affected of its decision on March 28 or within 2 days after the second Board meeting if it occurs on or after March 28. The Board agrees that reduction of the professional staff of the Burlington School District covered by this Agreement will not be made arbitrarily, capriciously, or without basis in fact, or without just cause. Notwithstanding the above, such notice to a Vocational Center teacher will be given no later than April 28.~~

(b) No teacher will be laid off under the provisions of this article if the reduction in staff will be accomplished by staff turnover. If a permanent vacancy exists for which a teacher affected by reduction in staff is licensed and qualified, the teacher will be transferred to that position rather than being laid off. The Board

shall meet its obligations under the foregoing sentence prior to employing a licensed and qualified teacher from the recall list.

(c) Teachers shall be laid off in reverse order of district-wide seniority within the following groups. The least senior teacher in the teaching area affected by reduction in force shall be laid off first.

Group I. Elementary grade level Classroom Teachers (K-5) by building affected by the reduction in force.

~~Group II. —Specials including: Elementary Art; Elementary Guidance; Elementary and Middle School Physical Education; EEE, Librarians, Special Education, Music, and Nurses. Non-classroom teachers, by District.~~

Group III. Middle School Classroom Teachers by designated subject area per building. ~~affected the reduction in force, based upon a teacher's primary assignment area. A teacher assigned to multiple subjects will be regarded as primarily assigned to the subject area in which the teacher has the most assignments (e.g. a teacher assigned to 3 units of math and 2 units of social studies will be designated a math teacher). A teacher who has equal assignments in two or more subject areas shall designate which of such areas the teacher desires to be regarded as primary. This designation will continue from year to year without change so long as equal assignment responsibility status remains. Designations will be made within the first two weeks of a school year and will be listed on the District's seniority list next issued.~~

Group ~~IV~~II. High School Teachers by subject area.

Group IV. Technical Center Teachers by subject area.

~~Group V. Non-classroom teachers, including but not limited, to librarians, special services, nurses and specials such as music, art, physical education and nurses shall be by District.~~

### ARTICLE XIII TRANSFERS

13.1 (a) Transfers of teachers shall be considered either voluntary or involuntary. A voluntary transfer shall be one requested or agreed to by a teacher in writing. All other transfers shall be considered involuntary.

(b) Requests for voluntary transfer shall be delivered in writing to the Superintendent's office. Requests for voluntary transfer to big posting positions must be in the Superintendent's office on or before May 24. No voluntary transfer requests shall be considered unless the applications meet the posting time limits.

(c) Requests for voluntary transfer shall be given good faith consideration by the Board. A request for a voluntary transfer will not be denied arbitrarily, capriciously, or without rational basis in fact.

(d) The Administration need not make a final decision on a transfer request prior to its consideration of other transfer requests, the recall of teachers who have been laid off and/or the applications of potential employees from outside the teacher bargaining unit.

(e) A denied request for voluntary transfer will be reported in writing to the teacher requesting the transfer. The written notice shall include the reasons for the denial if specifically requested by the teacher. Denial of request for transfer to a big posting position shall be reported to the teacher no later than June 17.

(f) A teacher request for voluntary transfer will not be granted if the granting of the request would result in a more senior teacher, who is licensed and qualified for the position, remaining on the recall list.

(g) A part-time teacher is entitled to the same transfer rights as full-time teachers.

(h) Movement within the elementary sets (K, 1, 2, 3), (3, 4), (4, 5, 6), within a teacher's school building or resulting from school consolidation and/or redistricting will not be considered a transfer provided the movement is limited to a one set change. ~~from the teacher's permanent set of origin. The permanent set of origin will be that set in which a teacher was assigned for the 1984-1985 school year. It is agreed that a teacher with a third grade assignment for 1984-85 will be presumed to have a permanent set of origin in the K-3 set. Likewise, a teacher with a fourth grade 1984-1985 assignment shall be considered to have a permanent set of origin in the 4-6 set. Teachers assigned a split 3-4 assignment for the 1984-1985 school year shall have their permanent set of origin established as their most recent non-split 3-4 assignment. New teachers within the system will have their initial grade assignment as their permanent set of origin except that new teachers initially assigned to a split assignment may be moved to either of the major sets which movement will then determine such teachers' permanent set of origin.~~

(i) The teacher on the leave of absence is guaranteed the right to return to the original position held before the leave commenced, unless the teacher is reduced in force or the position is eliminated by the Board while the teacher is on the leave. If the Administration has filled that position through the procedure of internal temporary transfer, the bargaining unit member temporarily transferred will be voluntarily transferred to the same position which that member held before the transfer occurred. If the teacher on a leave of absence does not return to the system, all teachers who have been internally temporarily transferred in connection with the filling of the temporary leave position shall transfer to the positions from which they were transferred. If one or more bargaining unit members need to be transferred to their original positions, the transfer procedure shall operate to its conclusion unless otherwise mutually agreed upon by the Board and the Association. Failure to so agree will be non-grievable.

(j) A teacher temporarily transferred to fill a position, if subsequently applying for permanent transfer to the position held during the temporary transfer, shall not be deemed to be in the position filled by the temporary transfer at the time of such application. However, such teacher's work experience in the position filled by the temporary transfer shall be considered a valid part of the teacher's qualifications for the requested permanent transfer.

## ARTICLE XVI DEFINITIONS

16.1 (a) ~~Abbreviated regular contract (ARC) - the contract issued to a teacher on the recall list which is subject to all provisions of this Agreement except the entitlement to continued employment beyond the term of the abbreviated regular contract.~~

(b) Absence - a position from which a teacher is absent for an indefinite period of time. A list of absences is set forth on Appendix D.

(c) Calendar day - any of the days of the week, Sunday through Saturday.

(d) Continuing teacher - a teacher employed pursuant to a regular contract.

(e) Involuntary transfer - any transfer of a teacher which is not voluntary.

(f) Limited teacher contract (LTC) - the contract issued to an individual hired from outside the teacher bargaining unit which is subject to all the provisions of this Agreement except the entitlement to continued

employment beyond the term of the limited service contract as well as any other property rights of this Agreement.

(g) ~~Module—See section 8.1, defined as 22—25 minutes.~~

(h) Part-time teacher - a teacher working under a contract requiring less than full-time work. The benefit levels for part-time teachers are set forth on Appendix C.

(i) ~~Period—See section 6.8, defined as the equivalent of two (2) teaching modules.~~

(j) Permanent transfer - the transfer of a teacher to a position which the teacher may expect to hold during continued employment within the teacher bargaining unit unless reduced in force or transferred.

(k) Permanent vacancy - an unfilled position within the teacher bargaining unit to which there is no teacher entitled to nor expected to return. A permanent vacancy may be created by a death, resignation, retirement or permanent transfer of a teacher or the creation of a new position by the Board.

(l) Regular contract - the contract issued to an individual which is subject to all provisions of this Agreement.

(m) School day - one of the teacher employment days as established by a full year regular contract. School day shall mean weekday during the period from June 16 to September 1.

(n) Seniority - the total length of service to the district within the bargaining unit which began with the teacher's most recent period of continuous employment.

(o) ~~Substitute teacher—an individual temporarily hired to fill a bargaining unit position who is not a member of the bargaining unit and is not employed under a contract.~~

(p) Teacher bargaining unit - All professional employees of the Board subject to representation under Chapter 57 of 16 V.S.A., as amended, but excluding those categories of employees excluded per section 1.1 hereof. administrators and all other employees.

(q) Temporary leave position - a position within the teacher bargaining unit, unfilled for a known duration, to which a teacher on leave is entitled and expected to return. A list of temporary leaves is set forth on Appendix D.

(r) Temporary transfer - the transfer of a teacher for a set period of time at the end of which the teacher shall be voluntarily transferred to the same position held prior to the temporary transfer.

(s) Voluntary transfer - the transfer of a teacher which has either been requested or agreed to by the teacher in writing.

(t) Weekday - Any of the days of the week, excluding weekends, i.e. Monday through Friday.

(u) Workday – See section 8.7, no longer than ~~seven (7)~~eight (8) hours, ~~forty five (45) minutes~~ of consecutive time.

**ARTICLE XVII  
WORK YEAR**

17.1 The calendar work year for teachers shall not exceed one hundred eighty-six (186) school days. Provided, however, the calendar work year for teachers in the first three years of employment with the Board shall not exceed one hundred eighty-nine (189) school days. The first duty day of each school year shall not be earlier than five (5) weekdays, excluding Labor Day, prior to the first day when pupils are in attendance. The calendar work year will include days when pupils are in attendance, conference days, and any other days on which teacher attendance is required.

17.2 ~~The school calendar will be as set forth in Appendix F which is attached hereto and made a part hereof.~~ The Board agrees to attempt to establish by mutual agreement a school calendar for each school year. Suggestions by the Association for the calendar shall be submitted to the Board not later than November 1. If the parties are not able to reach agreement, the calendar shall be established in accordance with the process established in 16 VSA §1071, and such action shall not be subject to the Grievance and Arbitration procedure of this Agreement.

**SECTION IV**  
**ECONOMIC: WAGES AND BENEFITS**

~  
**ARTICLE XVIII**  
**SALARY**

18.2 (a) The basic salaries of teachers covered by this Agreement shall be determined by the Salary Indices and Salary Schedules set forth in Appendices A-1 and A-2, which are attached to and incorporated in this Agreement.

(b) A newly hired teacher without experience shall be placed on Step One (1).

(c) For the ~~2006-07~~2010-11 school year, salaries are ~~increased by approximately 4.63% new dollars based on the 2005-06 teachers' salary cost of \$19,304,540 decreased by 5% from the 2009-2010 Teacher Salary Schedule.~~ No step or horizontal movement shall occur.

(d) For the ~~2007-08~~2011-12 school year, salaries are increased by ~~4.40~~1.5% new dollars inclusive of step movement.

(e) For the ~~2008-09~~2012-13 school year, salaries are increased by ~~4.20~~1.5% new dollars inclusive of step movement.

(f) It is understood and agreed that despite the dual column headings on the appended Salary Schedules, no teacher who possesses a Master's Degree as of the commencement of any school year during the duration of this Agreement may deny, elect against, waive or choose not to consider such Master's Degree in order to be compensated on the basis of credits earned beyond the Bachelor's Degree.

Please refer to Appendix A-2, the salary scales.

18.3 At the beginning of each school year during the term of this Agreement or any extension hereof, all teachers employed by the Board during the previous school year, with the exception of those who have been held

on-step, will be placed on the next higher step in the appropriate schedule upon recommendation of the principal and Superintendent and concurrence by the Board. Increments are not automatic but will not be withheld arbitrarily or capriciously.

18.4 Throughout the duration of this Agreement, new teachers in the bargaining unit will be placed at the step where teachers with equivalent experience who worked in the Burlington School District the prior year are placed. ~~For example, a newly hired teacher with three (3) years of experience employed for 2003-04 school year will be placed at Step 3.~~ Step placement will be equal to the number of full years of teaching experience in any public school district in the State of Vermont or for teaching experience in a school district accredited by an appropriate accrediting authority of another state, ~~this may include, in appropriate cases, recognized and accredited experience teaching on behalf of such federal agencies as the Peace Corp., the Department of Defense and the Department of State.~~ Experience must be related to the position to receive credit or remuneration. Upon recommendation of the Superintendent of Schools, the Board may recognize and may give credit for special qualifications and experience in the fields other than education. Teachers appointed to positions in these areas may be given credit for one (1) year teaching experience for each year of qualified relevant experience. Vocational-Technical (Center) Education Lateral Movement: There is hereby attached to and incorporated in this Agreement as See Appendix LG the T & I Committee recommendation re: lateral movement of T & I teachers on the salary scale.

Teachers reaching Step 12 or greater of the MA+30 salary grid for the 2006-07, 2007-08 and 2008-09 school years shall have their index factors calculated for any and all additional step movement on the basis of their qualified years of service. In this context, qualified years of service shall mean those years credited upon initial hiring plus any other creditable years within the district and all subsequent years of service to the District.

**NEW: 18.7 Part-time Teachers** [Formerly Appendix C(II.)]

A part-time teacher shall be paid in the proportion that said teacher's position relates to that of a full-time position. There is no difference between part-time and full-time teachers in respect to movement on the salary index.

## ARTICLE XIX FINANCIAL PAYMENTS

19.7 a.) ~~Effective with the current Agreement, for the term of 2006-2009, eFull-time each teachers isare~~ entitled to tuition reimbursement for one-three (3) credit graduate courses or 45 hours of approved workshops in the amount not to exceed one hundred percent (100%) of the prevailing cost of three (3) in-state winter rates of the University of Vermont each year, (September 1 – August 31). Teachers holding positions less than 1.0 FTE shall be entitled to tuition reimbursement entitlement prorated equal to their percentage of a 1.0 FTE position.

The graduate course/workshop must be directly related to the teacher's teaching assignment in the judgment of the superintendent or must be a requirement of an approved degree program in which the teacher is currently enrolled. Un-reimbursed requests shall not be honored from a subsequent year's fund. Teachers shall not be entitled to apply for tuition reimbursement if the amount of such reimbursement would not exceed thirty dollars (\$30.00). Teachers who enroll in workshops shall be eligible for tuition or registration reimbursement not to exceed the amount paid for a college or university course. Books, travel, service charges, athletic fees, library fees, registration fees and other charges shall not be eligible for the reimbursement. No tuition reimbursement for any course for which a teacher has failed to attain a grade of B or better.

b.) Reimbursement for a course must be requested from the fund established during the year that the course ends. If tuition reimbursement is derived from other sources, the Burlington School District's payment shall be reduced accordingly by the amount of reimbursement received from the other sources. While teachers may apply for deferred payment of tuition, if available from colleges or universities, they will not be reimbursed until they have submitted documentation of completing the course and receipts or cancelled checks as proof of the actual cost paid by the teacher.

c.) In order to be eligible for a benefit under this section, a teacher must notify the Superintendent in writing prior to the commencement of the course, or workshop. A teacher on an unpaid leave of absence is entitled to benefits under this section only for courses ending subsequent to the July 1 of the summer prior to the teacher's return to teaching service.

~~19.9 Any teacher who has had continuous employment (or employment interrupted only by authorized leaves of absence) in such capacity for the Burlington School Department and whose period of continuous employment commences during or before September, 1977, shall receive, or the estate shall receive, upon retirement or death, while in the employ of the Burlington School System, pay for one third (1/3) of accumulated sick leave days up to a maximum of the days of the work year, (see 17.1) school days accumulation at the rate of compensation being received at the time. Said amount shall be considered part of the teacher's total compensation for the year and reported to the Teachers' Retirement System as such, provided such reporting would not be in violation of the applicable statutes and regulations for the teachers' retirement system. "Retirement" is understood to mean "withdrawal from active service with retirement allowance" as defined in 16 V.S.A. §1931, as amended, and as further defined in 16 V.S.A. §§1937, 1938, as amended. Provided, that should any teacher retire during the course of any school year, sick leave for such year shall be prorated to the date of such retirement. The retirement benefit under this section for part-time teachers shall be calculated according to the formula set forth on Appendix C. Senior teacher status may be available to qualified teachers. (See Appendix K)~~

~~19.10 A teacher, not entitled to a benefit pursuant to section 19.9, who resigns in good standing after having completed fifteen (15) years of service as a teacher with the Burlington School System without a break in employment or fourteen (14) of such years and one (1) year on a leave of absence, shall receive on July 1 subsequent to the resignation, payment for one fourth (1/4) of the teacher's accumulated sick leave on the completion of the teacher's service. For the purposes of this section, the maximum sick leave accumulation shall be the days of the work year, (see 17.1). In order to be eligible for this benefit, the teacher must have presented the notice of resignation in writing to the Superintendent no later than the date for the return of teacher contracts. The teacher must also have taught through the school year prior to the effective date of the resignation. Such effective date may not be during a school year. A part-time teacher shall be entitled to the benefits of this section and shall have benefits determined in the same manner as the benefit of part-time teachers is calculated for those part-time teachers receiving a benefit under section 19.9 hereof. Senior teacher status may be available to qualified teachers. (See Appendix K).~~

## ARTICLE XX GRIEVANCE PROCEDURES

20.1 (a) A claim by the Association or a teacher that there has been a violation misinterpretation, or misapplication of the terms of this Agreement, including a claim that disciplinary action has been taken in violation of a specific provision of this Agreement without just cause, shall be a grievance. Additionally, the grievance form must state the alleged violator, how and when the violation occurred, the contract provision alleged to have been violated, and the requested remedy. A submitted grievance not containing this basic

information may be rejected by the Board as insufficient for processing and will not stay the application time limits. Class action type grievances will not be permissible.

(b) An "aggrieved person" is the person or persons making the claim.

(c) No grievance shall be valid unless it is submitted pursuant to section 20.5 hereof, within fifteen (15) school days after either the aggrieved person or the Association had knowledge of the events giving rise to the grievance, whichever is earlier.

(d) Association Representation - Upon selection and certification by the Association, the Board shall recognize an Association grievance committee. At least one Association representative (there shall be one (1) designated spokesperson) shall be present for any meetings, hearings, appeals or other proceedings relating to the grievance which has been formally presented.

(e) Nothing herein contained will be construed as limiting the right of any teacher having a grievance to discuss the matter informally with the supervisor and having the grievance adjusted without intervention of the Association provided the Association has been notified and the adjustment is not inconsistent with the terms of this Agreement.

20.7 The arbitrator shall have no power to alter the terms of this Agreement. However, it is agreed that the arbitrator is empowered to include in any award such financial reimbursements or other remedies as is judged to be proper. The terms and conditions of the Vermont Arbitration Act (12 V.S.A. Chapter 192) shall be controlling concerning any appeal of an arbitrator's award.

20.8 At the time a grievance is moved by the Association to arbitration, the Association and the Board will jointly decide whether (1) the losing party will pay all costs, including attorney's fees, or (2) Each party shall bear the full costs for its representation in the arbitration- and share -Tthe cost of the arbitrator and the AAA will be divided equally-between the parties. Should either party request a transcript of the proceedings, then the party will bear the full costs for the transcript.

## ARTICLE XXII INSURANCES

22.1 (a) In accordance with the regulations of the insurance carrier, (single, two-person or family) to be determined by the teacher, plus extended Major Medical coverage in the amount of \$1,000,000, the Vermont School Boards Insurance Trust Comp 1000 Plan will be made available to each teacher. Alternatively, a teacher may select the so called VEHI Dual Option Plan, or J with Rider Y – Managed Care Plan B (BCBSVT – JY MC)Such coverage shall be subject to applicable the waiting periods, application procedures, transfer or reapplication requirements, of the carrier. In no event shall the Board be obligated to directly provide such medical coverage, but shall be responsible solely for making such insurance available for teachers. Provided, that the benefit levels provided either under such Blue Cross/Blue Shield Health Plan VEHI Dual Option Plan, or J with Rider Y – Managed Care Plan B (BCBSVT JY MC), are relatively equal the Board may change insurance providers during the course of this Agreement. The Board reserves the right to introduce optional health care plans during this Agreement period.

(b) ..... For the 200106-0711 school year and each year of this contract term, teacher contribution will be 20% of the VEHI Dual Option Plan insurance premium and 15% for the Comp. 1000 Plan ~~For the 2007-08~~

~~school year, teacher contribution will increase to 11.5% of the VEHI Plan insurance premium. For the 2008-09 school year, teacher contribution shall increase to 12% of the VEHI Plan insurance premium~~

(c) For teachers who select JY Plan B, the Board will contribute towards the JY Plan B premium what it would have paid in that year for the premium of the respective VEHI coverage and the teacher shall pay the entire balance of the premium cost.

(d) Regardless of the plan selected, the District will deduct teachers' premium contributions from their pay checks on a bi-weekly basis.

(e) It is agreed that the Board may not change insurers without the prior approval of the Association.

(f) Upon separate and distinct approval of the Plan documents by the Board and the BEA, the Board agrees to establish and maintain at its expense a 125K Plan for insurance offerings to protect the tax exempt status of health care insurance benefits. Any payback for waived health insurance coverage per Article XXII, Sec. 22.5 remains taxable.

(g) Upon separate and distinct approval of the Plan documents by the Board and the BEA, the Board agrees to establish a 125K Plan, as provided for by the IRS, that allows teachers' insurance premium payments to be made from pre-tax income.

22.3 The Board agrees to continue in effect ~~the a~~ group dental insurance plan ~~in effect with benefits that are substantially equal or better than the 2008-09 plan during the 1986-87 school year~~. The Board agrees to pay the full cost for an individual plan and for those teachers on the two-person or family plan, ~~seventy~~ fifty percent (~~75~~50%) of the difference in cost between the cost for an individual plan and the cost of the plan selected by the teacher.

(b) The Board shall make appropriate deductions from the salary of teachers depending on the plans elected by teachers pursuant to subsection (a) above.

**NEW: 22.7.... Part-time Teachers** .. [Formerly Appendix C(II.)]

Part-time teachers holding less than a one half (1/2) i.e. less than a 50% full-time equivalent position, shall not be entitled to any of the benefits provided by the Board unless otherwise specifically stated in the body of this Agreement. A part-time teacher who was hired prior to the execution of the 1999-2002 Agreement and who continuously holds a one half (1/2) time or greater position shall, subject to the conditions set by the insurer, be entitled to the same type and level of insurance benefits that are provided to full-time teachers pursuant to Article XXII.

A teacher hired after June 1, 2000 and who holds at least a one half (1/2) full-time equivalent position but less than a full-time equivalent position shall receive prorated insurance benefits equal to their percentage of a full-time position.

A teacher who holds at least a one half (1/2) full-time equivalent position but less than a full-time equivalent position and is eligible for a payback as the result of waiving coverage shall receive a payback prorated equal to their percentage of a full-time position.

A full time teacher who voluntarily becomes a part-time teacher shall receive pro-rated benefits equal to their percentage of a full-time position. A current, full time teacher as of June 1, 2000, who is reduced in force and who accepts a recall to a part-time position because only a part-time position is available, shall continue to receive full-time benefits.

**NEW 22.8 ....Disability Insurance**

The Board endeavor to offer a short term disability insurance program which may be through a contractual agreement with an appropriately rated insurance carrier. Effective immediately with the implementation of the short term disability policy, sick leave time offered in Article 23 hereunder shall be reduced by 50%.

**ARTICLE XXIII  
LEAVES OF ABSENCE**

23.1 Teachers shall be entitled to the following non-accumulative leaves of absence with full pay:

(a) The Board will grant personal leave to teachers of up to ~~four (4)~~sixteen (16) hours-school days in any one year. ~~Personal time must be taken in not less than two (2) hour increments. All days will be at the discretion of the teacher and reasons therefore need not be given to the Administration. Personal leave may be utilized for important business affairs that cannot reasonably be conducted outside of the normal work day and shall not be used for vacation. Personal leave shall specifically not be utilized for performing other work for another entity, with or without compensation. Additionally, personal leave shall not be used under any circumstance to extend a school break. The Board may make inquiry as to the nature of the request and the assertion that it cannot be conducted outside of the normal work day. Provided personal leave shall not be utilized for vacation purposes.~~ To be eligible for personal leave under this section, written notice shall be given to the Administration at least twenty- four (24) hours prior to any such personal leave except in cases of emergency.

(b) Up to ~~three (3)~~twenty-four (24) school ~~days-hours~~ will be granted by the Board to a teacher for attendance at the funeral of a member of the immediate family. Up to ~~two (2)~~sixteen (16) additional school ~~days hours~~ may be granted by the Administration to allow for travel. Immediate family is defined as follows: spouse, civil unions, children, parents, son-in-law, daughter-in-law, mother-in-law, father-in-law, grandchildren, grandparents, brothers, sisters, aunts and uncles. For the purposes of this Article, a teacher's partner in a domestic or civil union will be considered in the same way as a spouse.

23.2 (a) Each teacher will begin the contract year with a credit of ~~twenty (20)~~eighty (80) school ~~days-hours~~ sick leave pay at his/her applicable salary rate for time lost due to sickness or accident other than in connection with his/her employment. Persuant to section 22.8 above, upon implementation of a short term disability program, sick leave time shall be reduced by 50%. Up to ten (10) days of a teacher's authorized sick leave and/or four personal days authorized under Section 23.1 above shall be granted if requested for use in connection with the adoption of a child. The Board agrees to permit the accumulation of unused sick leave up to a maximum, including the amount for the current year, of ~~one-seven~~ hundred ~~and ninety~~twenty (190/20) school ~~dayshours~~. Existing sick leave balances will be preserved as long as they are sustained. Balances that drop from current levels above 720 school hours may not be restored. The immediate supervisor and/or the Superintendent may request medical evidence when such absence under this section exceeds ~~five (5)~~twenty-four (24) consecutive ~~or forty (40)~~ non-consecutive school ~~dayshours~~. Up to ~~ten (10)~~eighty (80) school ~~days-hours~~ per year of such teacher's sick leave credit will be granted to a teacher for serious illness of a member of a teacher's family living in or outside the teacher's household, including spouse, domestic partner or civil union partner, children, legal wards, and parents. Illness of a teacher's family member living outside the teacher's household must be validated by a doctor's certificate in order to receive the benefits of this clause.

Teachers holding positions for less than 1.0 FTE shall receive prorated sick leave hours equal to the their percentage of a 1.0 FTE position.

(b) A teacher shall be entitled to apply his/her available sick leave to a temporary medical disability resulting from or contributed to by pregnancy or childbirth, or a miscarriage or recovery therefrom. This right shall not apply during the leave period if a teacher elects to take a parental leave under the provision of this article. Sick leave used shall be subtracted from the teacher's available sick leave. The use of sick leave by the teacher shall relate solely and exclusively to the condition of the teacher, and except as provided in 23.2(a) shall not arise as a result of any temporary disability of the child.

23.2(c) Sick Leave Bank – A teacher may contribute ~~not less than eight (8) one~~ of his/her unused personal ~~days/leave hours for 1999-2000~~ to the sick leave bank ~~created in the 1999-2000 school year~~. An additional contribution of one unused personal day per year per teacher may be made ~~thereafter~~ until the bank has reached a maximum of five hundred (500)\* available days. As the days are used, they may be replenished up to the five hundred (500)\* day maximum. The sick leave bank shall only be available for extraordinary circumstances as determined by the Sick Bank Committee. The Sick Bank Committee will be comprised of four (4) members, two (2) to be designated by the Association and two (2) to be designated by the Board.

\* The current days in the bank shall be converted to eight (8) hour days from seven and three quarters (7.75) hour days.

A teacher who wishes to utilize the Sick Bank must make a written request to the Superintendent which demonstrates that such teacher has contributed unused personal days to the Sick Bank, has exhausted all available leave or disability benefits provided for by this Agreement, and explains why he/she believes the request meets the "extraordinary circumstances" standard. A teacher who is receiving statutory disability benefits may supplement such benefits by the use of the Sick Bank. However, the Sick Bank may not be accessed for less than a one-half day increment, and the necessary adjustments will be made so as to ensure that no teacher receives more than his or her normal net pay as a result of disability benefits and Sick Bank utilization.

The Sick Bank Committee will meet to consider all requests. Requests will only be granted if the above preconditions are met and the Committee unanimously votes to grant the request. No request may be granted for more than one hundred sixty (160) school days without the further approval of the Committee. Notwithstanding the foregoing, a teacher cannot use the Sick Bank in combination with other leaves so as to be absent for more than a total of two (2) school years. Notwithstanding anything to the contrary herein, any leave taken through use of the Sick Bank which also qualifies as FMLA leave will be counted towards the annual FMLA leave allocation.

The Sick Bank Committee's decision is final and cannot be grieved. Each decision by the Committee will stand alone and will not be considered precedent for future decisions.

23.5 (a) The Superintendent's Office may grant released time to members of the professional staff without loss of pay for the following:

1. Attendance at educational meetings when the teacher is an officer or committee member of a state, regional or national organization.
2. Attendance at meetings of a state, regional, or national organization.
3. Attendance at meetings, conferences, or for classroom visitation in the individual's teaching field.

(b) The Board agrees that appropriate requests for not ~~less~~more than ten (10) school days release time for Association business, per year ~~will~~may be granted by the Superintendent after consultation with the Association president. One half of the cost of substitutes will be borne by the Association. A letter verifying the association days taken will be sent to the Superintendent by the Association president within five (5) school days of the consultation.

23.9 Any teacher granted a leave of absence pursuant to sections 23.6, 23.7, 23.8, 23.11, 23.14 and 23.15 shall have the following reemployment rights:

(a) Upon return to the Burlington School System, said teacher shall immediately be assigned to an available position comparable to the position he/she ~~the same position~~ held at the time the leave commenced, unless the teacher or position is affected by a reduction in force while the teacher is on the leave or the position is eliminated.

(b) Upon return to the Burlington School System, the teacher's salary, seniority, and other benefits shall be reinstated at the comparable same level as when the teacher last held a permanent teaching position. ~~the same as they would have been had the period of leave been spent in the Burlington School System provided that~~ [T]the teacher shall not be entitled to credit on the salary index for any year during which he or she missed more than ninety (90) teaching days between the beginning of the school year and June 30.

23.13 ~~Except for exchange teaching, Peace Corps and teacher corps, when the experience is actual teaching as defined in section 18.4 and for sabbatical leave, a~~ teacher on a leave of absence will not receive step movement on the salary schedule upon returning to the system.

NEW: 23.17.. Part-time Teachers .. [Formerly Appendix C (III.)]

Part-time teachers shall be entitled to the leaves of absence benefits of Article XXIII as are enjoyed by full-time teachers, with the understanding that such benefits are applied to the teacher's part-time schedule.

#### ARTICLE XXIV MISCELLANEOUS

24.1 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.

IN WITNESS WHEREOF the parties hereto have executed this Agreement on this ~~6~~6th day of ~~August, 2007~~2010. The Agreement shall be effective as of September 1, ~~2006~~2010.

**BURLINGTON BOARD OF  
SCHOOL COMMISSIONERS**

**BURLINGTON EDUCATION  
ASSOCIATION, INC.**

#### APPENDIX B EXTRACURRICULAR SALARY SCHEDULE

Each activity will fall within one of the following categories, dependent upon the requirements of that particular activity. All listings are for head coaches or advisors. J.V. Coaches will be paid at a rate of seventy-five (75) percent of that of the head coach or advisor. 9<sup>th</sup> Grade/Assistant coaches shall be paid at a rate of fifty (50) per cent of that of the head coach or advisor. If a particular sport/activity

does not have a 9<sup>th</sup> Grade program, an additional Assistant may be assigned to a program where justified by the number of students enrolled in the sole discretion of the Director of Student Activities. If a currently employed coach's activity is to be moved to a lower category in 1997, the salary shall be continued within the current category during the period of the continuous employment in the respective activity. A Middle School listing represents positions both schools unless otherwise indicated. A Middle School coach whose placement on Step 1 of Category V would result in a reduction from his or her current compensation will be placed at the step closest to his/her current compensation which does not result in a reduction. Middle School Athletic Directors shall annually receive a contract for each of the two (2) semesters, each will reflect the full pay rate as determined by the Categories and salary scale below.

**CATEGORY I**

Athletic Director, MS  
 Basketball, HS (Boys, Girls)  
~~Basketball, HS (Girls)~~  
~~Cheerleaders, Winter, HS,~~  
 Drama, Musical, HS  
 Football, HS  
Ice Hockey, HS (Boys, Girls)  
Student Council, HS  
~~Wrestling, HS,~~  
 Yearbook, HS

**CATEGORY II**

Alpine Ski, HS (Boys, Girls)  
 Baseball, HS,  
~~Cheerleaders/Fall, HS~~  
~~Cross Country, HS (Girls)~~  
 Cross Country, HS (Boys, Girls)  
 Drama, Plays, HS  
 Field Hockey, HS (Girls),  
Fitness Center, HS  
 Golf, HS (Boys, Girls)  
Indoor Track, HS (Girls/Boys)  
~~Gymnastics, HS (Boys)~~  
~~Gymnastics, HS (Girls)~~  
 International Club, HS  
 Lacrosse, HS (Boys, Girls)  
~~Lacrosse, HS (Girls)~~  
 Literary Magazine/Detour, HS  
 Music, EC director, HS

Newspaper, /Register HS,  
~~Outing Club, HS~~  
Nordic Ski, HS (Boys, Girls)  
~~Ski, HS (Girls)~~  
 Soccer, HS (Boys, Girls)  
~~Soccer, HS (Girls)~~  
 Softball, HS (Girls),  
~~Student Council, HS~~  
 Track, HS (Boys, Girls)  
~~Track, HS (Boys)~~  
 Scholar's Bowl  
 Tennis, HS (Boys, Girls)  
~~Tennis, HS (Boys)~~

**CATEGORY III**

~~Dance/Step Club, HS~~~~Classical~~  
 Debating, HS  
 Interact Club, HS  
 Math League, HS  
 Model U.N., HS  
National Honor Society, HS  
 Newspaper, MS  
 Noun, MS

**CATEGORY IV**

Am Field Service, HS  
 Baseball, MS  
 Basketball, MS, A, (Boys, Girls)  
~~Captain's Club, HS~~~~Basketball, MS, A, (Girls)~~  
 Class Advisors, HS  
Drama Production, HS  
~~Honor Society, HS~~  
 Music, Musical Advisor, HS  
 Music, Show Chorus-Edmunds Middle School Only  
~~Integrated Technology Teams~~  
 Snowboarding Club\*  
 Soccer, MS, A, (Boys, Girls)  
~~Soccer, MS, A, (Girls)~~  
 Softball, MS  
 Track, MS, (Boys, Girls)  
~~Track, MS, (Girls)~~

**CATEGORY V**

Basketball, MS, B, (Boys, Girls)  
~~Basketball, MS, B, (Girls)~~  
 Cross Country, MS  
 Drama, One Act, MS  
 Field Hockey, MS (Girls)  
~~Majorettes, HS~~  
 Music, MS  
 Soccer, MS, B, (Boys, Girls)  
~~Soccer, MS, B, (Girls)~~  
 Wrestling, MS  
 Yearbook, MS

**\* If club becomes a varsity- interscholastic sport, it will move to Category II.**

	Category	Category	Category	Category	Category
Step	I	II	III	IV	V
1	\$2,942	\$2,443	\$1,666	\$1,333	\$667
2	\$3,110	\$2,588	\$1,776	\$1,421	\$710
3	\$3,274	\$2,732	\$1,888	\$1,510	\$755
4	\$3,442	\$2,877	\$1,999	\$1,598	\$800
5	\$3,609	\$3,021	\$2,109	\$1,688	\$844
6	\$3,775	\$3,166	\$2,221	\$1,776	\$888
7	\$3,943	\$3,320	\$2,333	\$1,866	\$932
8	\$4,109	\$3,454	\$2,443	\$1,954	\$978
9	\$4,275	\$3,598	\$2,554	\$2,044	\$1,021
10	\$4,442	\$3,743	\$2,666	\$2,132	\$1,066

In the initial placement of an individual on the index, consideration will be given to years of coaching or sponsoring experience in the particular activity in placing the individual upon a given step. Changes to the placement of activities within categories may be made by mutual agreement of both parties.

Advancement on the index is not automatic but will not be denied by the Superintendent or his/her designee without just cause.

It is agreed that coaches of all sports will be notified on or before the last day of the current school year as to whether or not they will be offered a coaching assignment for the next school year.

### APPENDIX C BENEFIT LEVELS FOR PART-TIME TEACHERS

~~I.— Part-time teachers holding less than a one-half (1/2) i.e. less than a 50% full-time equivalent position, shall not be entitled to any of the insurance benefits provided by the Board. A part-time teacher who was hired prior to the execution of the 1999-2002 Agreement and who holds a one-half (1/2) time or greater position shall, subject to the conditions set by the insurer, be entitled to the same type and level of insurance benefits that are provided to full-time teachers pursuant to Article XXII.—~~

~~A teacher hired after June 1, 2000 and who holds at least a one-half (1/2) full-time equivalent position but less than a full-time equivalent position shall receive prorated insurance benefits equal to their percentage of a full-time position.~~

~~A teacher who holds at least a one-half (1/2) full-time equivalent position but less than a full-time equivalent position and is eligible for a payback as the result of waiving coverage shall receive a payback prorated equal to their percentage of a full-time position.~~

~~A full-time teacher who voluntarily becomes a part-time teacher shall receive pro-rated benefits equal to their percentage of a full-time position.—A current, full-time teacher as of June~~

~~1, 2000, who is reduced in force and who accepts a recall to a part-time position because only a part-time position is available, shall continue to receive full-time benefits.~~

~~II.—A part-time teacher shall be paid and earn seniority in the proportion that said teacher's position relates to that of a full-time position.~~

~~III.—Part-time teachers shall be entitled to the leaves of absence benefits of Article XXIII as are enjoyed by full-time teachers, with the understanding that such benefits are applied to the teacher's part-time schedule. By way of illustration, a teacher teaching one (1) class per day (1/5 position) shall be credited with twenty (20) sick days at the beginning of a school year. Each day that such teacher is absent on sick leave will be considered to represent the use of a full sick day. If said teacher transfers to a full-time position while carrying twenty (20) days of sick leave accumulation, the teacher's sick leave accumulation on the books will be changed to four (4) days (i.e. pro rata computation).~~

~~IV.—There is no difference between part-time and full-time teachers in respect to movement on the salary index, transfer rights and the entitlement to file and process grievances.~~

~~V.—See section 15.1(b) concerning part-time teachers recall rights in the event of lay-off. Delete Appendix C in its entirety and move language to pertinent sections within the body of the Agreement: 13.3; 18.7; 20.17; 22.7. Language already exists in 14.1(b) and 15.2(b).~~

## **APPENDIX DC**

### **TEMPORARY LEAVES AND ABSENCES**

#### I. Temporary Leaves.

1. Parental
2. Released time
3. Professional improvement
4. Board granted
5. After 10 years (§23.14)
- ~~6. Early summer departure~~
7. Extended sick or family leave
8. Military leave
9. Teacher suspension
10. Association days
11. RIF teacher visiting days

#### II. Absences.

1. Personal leave (discretion)
2. Bereavement
3. Sick leave (individual and family)
4. Jury duty
5. Work connected illness or accident
6. Grievance hearing
7. Maternity leave
8. Resulting from work-connected assault

9. Unauthorized leave

**APPENDIX F**

**Delete Appendix F, calendar, as it changes annually.**

**APPENDIX ~~GE~~  
TEACHER CONTRACT**

This Agreement made between \_\_\_\_\_ hereinafter called the Teacher, and the Burlington Board of School Commissioners, hereinafter called the Board, and subject to an Agreement between the Burlington Education Association, and the Burlington Board of School Commissioners, the laws of the State of Vermont, and the Rules and Regulations of the Board, is hereby made for the school year beginning July 1, 20\_\_, and ending June 30 20\_\_\_. This contract is in all respects subject to the terms and conditions of the Agreement between the Burlington Education Association and the Burlington Board of School Commissioners for the \_\_\_\_\_ school year.

The period of service shall begin September \_\_\_\_\_, and continue for not more than \_\_\_\_\_ duty days. The distribution of these days will be as specified by the negotiated Agreement between the Burlington Education Association and the Burlington Board of School Commissioners.

The teaching salary of \_\_\_\_\_ plus additional compensation of \_\_\_\_\_ for \_\_\_\_\_ plus other compensation of \_\_\_\_\_ for \_\_\_\_\_ determine the teacher's total compensation under this contract to be \_\_\_\_\_.

Said teacher is to be assigned to the \_\_\_\_\_ as a \_\_\_\_\_.

Teacher Degree & Step is \_\_\_\_\_.

Teacher Licensure \_\_\_\_\_ Type \_\_\_\_\_ Expires.

In witness whereof, the parties hereto have hereunto set their hands.

By \_\_\_\_\_ Date \_\_\_\_\_  
Teacher

By \_\_\_\_\_ Date \_\_\_\_\_  
School board

Contract must be returned by:

**Include components of individual total compensation**

District assignments will be issued according to Section 6.10.

**APPENDIX ~~HE~~**  
**DEPARTMENT OF PUBLIC SCHOOLS**  
**150 Colchester Avenue**  
**Burlington, Vermont 05401**

**LIMITED TEACHER CONTRACT**

This Agreement made between \_\_\_\_\_ hereinafter called the Teacher, and the Burlington Board of School Commissioners hereinafter called the Board, and subject to an Agreement between the Burlington Education Association, Inc., and the Burlington Board of School Commissioners, the laws of the State of Vermont, and the Rules and Regulations of the Board, is hereby made for the school year beginning July 1, 20\_\_\_\_, and ending June 30, 20\_\_\_\_. This contract is in all respects subject to the terms and conditions of the Agreement between the Burlington Education Association and the Burlington Board of School Commissioners.

The period of service shall begin \_\_\_\_\_ and terminate \_\_\_\_\_, a period of \_\_\_\_\_ duty days. The distribution of these days will be as specified by a negotiated Agreement between the Burlington Education Association, Inc., and the Burlington Board of School Commissioners.

The teaching salary of \_\_\_\_\_ plus additional compensation of \_\_\_\_\_ for \_\_\_\_\_ plus other compensation of \_\_\_\_\_ for \_\_\_\_\_ determine the teacher's total compensation under this contract to be \_\_\_\_\_.

Said teacher is to be assigned to the \_\_\_\_\_ as a \_\_\_\_\_.

By \_\_\_\_\_ Date \_\_\_\_\_ Teacher

By \_\_\_\_\_ Date \_\_\_\_\_  
School Board

Include components of individual total compensation

**APPENDIX I**  
**~~ABBREVIATED REGULAR CONTRACT~~**

~~This Agreement made between \_\_\_\_\_, hereinafter called the Teacher, and the Burlington Board of School Commissioners, hereinafter called the Board, and subject to an Agreement between the Burlington Education Association, and the Burlington Board of School Commissioners, the laws of the State of Vermont, and the Rules and Regulations of the Board, is hereby made for the school year beginning July 1, 20\_\_\_, and ending June 30, 20\_\_\_. This contract is in all respects subject to the terms and conditions of the Agreement between the Burlington Education Association and the Burlington Board of School Commissioners for the \_\_\_\_\_ school year.~~

~~The period of service shall begin \_\_\_\_\_, \_\_\_\_\_, and continue for not more than \_\_\_\_\_ duty days, terminating on \_\_\_\_\_, \_\_\_\_\_. The distribution of these days will be as specified by the negotiated Agreement between the Burlington Education Association and the Burlington Board of School Commissioners.~~

~~The teaching salary of \_\_\_\_\_ plus additional compensation of \_\_\_\_\_ for \_\_\_\_\_ plus other compensation of \_\_\_\_\_ for \_\_\_\_\_ determine the teacher's total compensation under this contract to be \_\_\_\_\_.~~

~~Said teacher is to be assigned to the \_\_\_\_\_ as a \_\_\_\_\_.~~

~~Teacher Degree & Step is \_\_\_\_\_.~~

~~Teacher Licensure \_\_\_\_\_ Type \_\_\_\_\_ Expires.~~

~~In witness whereof, the parties hereto have hereunto set their hands.~~

~~By \_\_\_\_\_ Date \_\_\_\_\_  
—Teacher~~

~~By \_\_\_\_\_ Date \_\_\_\_\_  
—School Board~~

~~Contract must be returned by: Delete Appendix I, Abbreviated Regular Contract as obsolete.~~

## **APPENDIX J:**

### **2006-2009 SENIOR TEACHER STATUS**

~~This memorandum of understanding replaces Schedule K and all contract language referencing the Senior Step, including Article 19. Teachers are entitled to a Senior Step appointment. Appointment will include additional duties and/or responsibilities set forth in a job description. The Senior Step will provide additional compensation as set forth below. Compensation shall be based on a per~~

~~diem basis for the final year of a teacher's service for the additional duties and/or responsibilities. Acceptance of this appointment will result in the forfeiture of 19.9 and 19.10.~~

- ~~A) In order that the Burlington School District may benefit fully from the experience and expertise of its senior professional staff, the parties have agreed to establish the following professional employment status to take place during the teacher's final two years of professional service to the District. Only those teachers who fully comply with the terms and conditions outlined herein shall be eligible for Senior Teacher appointment.~~
- ~~B) A teacher otherwise eligible for a retirement benefit pursuant to Section 19.9 or a resignation pursuant to Section 19.10 of this Agreement, may elect to forgo his/her retirement or resignation benefit and accept appointment from the Superintendent as Senior Teacher. A teacher seeking such appointment during his/her final year of professional service shall make arrangements at the time of application with the Superintendent to perform mutually agreed-upon professional services or duties during that final year(s) of employment.~~
- ~~C) Such an appointment shall be compensated at a rate equal to the value of the benefit which the teacher has decided to forego (Section B above), plus the teacher's appropriate salary level based on education and experience as found in Appendix (A-1, A-2). The resulting total shall be the Senior Teacher's professional salary for the year(s) in which the Senior Teacher appointment is in effect. The maximum additional compensation for Senior Teacher status for the respective school years may vary from teacher to teacher according to the provisions of this Appendix along with Sections 19.9 and 19.10. Such additional compensation, however, shall not exceed 1/3 of the accumulated sick leave at a per diem rate based on the final year's salary. (see Schedule A and 17.1)~~
- ~~D) A teacher who seeks appointment to senior teacher status shall indicate, by written notice to the Superintendent, an intention to retire or resign at the conclusion of the school year in which Senior Teacher status will be in effect. Such written notice shall be given no later than the date for the return of signed contracts for the teacher's last year of employment. Teachers who elect to use more than the final year will provide written notice to the Superintendent of this intent. Compensation for the work provided will be made in the final year, but the benefit level will be determined as of the date the senior teacher status is granted.~~
- ~~E) While the decision by a teacher to resign or retire under this section is irrevocable under the provisions of this Appendix, under extraordinary and catastrophic circumstances, the Senior Teacher appointment may be modified by mutual agreement of the teacher and the Superintendent in order to allow the teacher to return to regular teacher status along with attendant salary and benefits. A Senior Teacher requesting modification or withdrawal of his/her Senior Teacher appointment must notify the Superintendent in writing.~~

~~Depending on the timing of the teacher's request for such adjustment, salary advancement by the District may have reached a point where total compensation to the teacher partway through the school year may exceed the full salary payment made for regular teaching status for the entire school year. In such cases, the decision by the Superintendent to withdraw or modify the Senior Teacher appointment may result in~~

~~the teacher losing his/her Senior Teacher stipend for the remainder of the school year. It is understood that the resulting salary payment to said teacher for the remainder of the school year may be less than the salary compensation for other teachers for the remainder of the school year who have similar education and experience. A teacher who elects to use more than one year will be entitled to accumulate sick leave as per this agreement, subsequent to acceptance to senior teacher status.~~

~~F) In any case, the teacher shall always retain the "Full-Time Equivalency" (FTE) teaching status for which he/she was contracted for during his/her final year of employment in the District. Delete Appendix J, discontinue Senior Teacher Project.~~

## ~~APPENDIX K CAMPAIGN FOR DOMESTIC VIOLENCE AWARENESS~~

~~The Board will establish a domestic violence awareness campaign, that shall include working with community agencies who specialize in this topic. This effort shall include:~~

- ~~1. Scheduling education workgroups to be available to employees.~~
- ~~2. Working with administrators to raise awareness on how to respond to employee concerns regarding safety and other supportive needs of a victim.~~
- ~~3. Endeavor, to the extent permitted by law, to assure the confidentiality of the employee's situation and make available internal support resources, such as supervisor, human resources and other appropriate venues of internal support.~~
- ~~4. Posting information posters that provide support contact information in staff rooms.~~

~~Delete Appendix K~~

## ~~APPENDIX LG~~ **RE: LATERAL MOVEMENT OF T&I TECHNICAL CENTER TEACHERS ON THE SALARY SCALE**

### Conditions for Salary Advancement

I. Non-degree teachers with a Level I License may not apply courses and workshops for salary movement which are included on the teacher's individual professional development plan (Mentor Plan). Approved courses and workshops not part of the Mentor Plan shall be applied towards lateral movement on the salary scale.

II. Non-degree teachers with a Level II License shall move laterally on the salary scale by completing the requirements outlined in Appendix A.

III. Technical Center ~~T&I~~ teachers with a minimum of a Bachelor's Degree or a Level II License shall move laterally on the salary scale by completing the requirements outlined in Appendix A.

### Course/Workshop Approval

I. All courses/workshops for lateral movement on the salary scale will be approved in accordance with the Master Teacher Agreement and guidelines of the Local Standards Board.

II. All courses/workshops require prior approval by the ~~Technical Center~~<sup>Vocational</sup> director. The Local Standards Board will review all recommendations.

APPENDIX A

**BA+15**

9 College Credits  
6 Workshop Credits

**BA+36/MA**

18 College Credits  
18 Workshop Credits

**BA+51/MA+15**

25 College Credits  
26 Workshop Credits

**BA+66/MA+30**

33 College Credits  
33 Workshop Credits

*Action: Add "Acknowledgement of Arbitration" language*

APPENDIX H

ACKNOWLEDGEMENT OF ARBITRATION

We understand that this Agreement contains an agreement to arbitrate. After signing this Agreement, we understand that we will not be able to bring a lawsuit concerning any dispute that may 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.