AGREEMENT BOARD OF EDUCATION BEECHER CITY COMMUNITY UNIT SCHOOL DISTRICT #20 BEECHER CITY, ILLINOIS

AND THE

BEECHER CITY DISTRICT #20
EDUCATION ASSOCIATION IEA/NEA

2018-2021

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PREAMBLE

This Agreement, between the Board of Education of Beecher City Community Unit District No. 20, Effingham County, Illinois and Beecher City District No. 20 Education Association – IEA/NEA, Affiliated with the Illinois Education Association and the National Education Association, incorporates a number of understandings which derive from the parties' mutual belief that each pupil is entitled to an education of the highest quality and the Board and the Association recognize that they have a common responsibility to work together toward the achievement of this goal.

ARTICLE I

RECOGNITION

- 1.1 The Board of Education of Beecher City Community Unit District No. 20, in Effingham County, Illinois, hereinafter referred to as the "Board", recognizes the Beecher City Unit District No. 20 Education Association IEA/NEA, affiliated with the Illinois Education Association and the National Education Association, hereinafter referred to as the "Association", as the sole and exclusive negotiating agent for all regularly employed licensed personnel, hereinafter referred to as "Teachers", except for the Superintendent, principals and other administrative personnel having the authority to hire, evaluate, dismiss or discipline employees covered by this agreement.
- 1.2 The Board agrees not to negotiate with other teachers' organization, individual teacher, or group of teachers with regard to negotiable items as provided for in this Agreement. Nothing herein shall preclude teachers, individuals, or organizations from presenting their views and recommendations to the Board or administrative staff.

1.3 Definitions

- .1 The term "teacher", when used in this Agreement, shall refer to all members of the bargaining unit as recognized by this Agreement.
- .2 The term "days", when used in this Agreement, shall mean working school days.
- .3 The title "Superintendent", when used in this Agreement, shall mean the Superintendent of Schools or the Superintendent's designee.
- .4 The term "school term", when used in this Agreement, shall mean that period beginning with the opening day of school and extending through the closing day of school.
- .5 The term "school year", when used in this Agreement, shall mean the District's fiscal year which begins on July $1^{\rm st}$ and extends through the following June $30^{\rm th}$.

BOARD AUTHORITY

2.1 It is the law of the State of Illinois that the determination and administration of school policy, the operation and management of the schools, and the direction of employees are vested exclusively in the Board. It is the duty of all employees to carry out the policies and regulations as stipulated by the Board. The decision of the Board of Education in matters pertaining to the determination and administration of school policy, the operation and management of the schools, and the direction of employees shall be final; however, that no such rights as provided by Illinois law shall be exercised so as to violate any of the specific provisions of this Agreement.

ARTICLE III

NEGOTIATION PROCEDURE

- 3.1 The Board and the Association agree that it is their mutual responsibility to meet at reasonable times and negotiate in good faith pursuant to the Illinois Educational Labor Relations Act and its Rules and Regulations.
- 3.2 Negotiations on successor agreements shall begin no later than March 1, unless both parties agree to an alternate date. Meetings shall be held as necessary at times and places agreed to by both parties.
- 3.3 Both parties agree that it is their mutual responsibility to confer upon their respective representatives the necessary power and authority to make proposals, consider proposals, make counter-proposals in the course of negotiations and to reach tentative agreements which shall be presented respectively to the Association and the Board for ratification.
- 3.4 Each party to negotiations shall select its negotiating representatives provided that the Board shall not select a member of the bargaining unit, as herein defined, and the Association shall not select any District Administrator.
- 3.5 During negotiations, agreed upon material shall be prepared for the Board and the Association and signed prior to the adjournment of the meeting at which such agreement was reached.
- 3.6 On all matters being negotiated, the items will be reduced to writing and shall be submitted to the membership of the Association for ratification and to the Board for official approval.
- 3.7 If an agreement is not reached on all items within a reasonable period of negotiations, either party may request the Federal Mediation and Conciliation Service appoint a mediator from its staff. Should the Federal Mediation and Conciliation Service be unavailable, the parties shall mutually agree upon a replacement. In the event that the parties cannot agree upon a replacement, the Illinois Educational Labor Relations Board shall be notified. The costs of the mediator shall be shared equally by the Association and the Board. Fifteen (15) days after mediation, either party can declare an impasse.
- 3.8 Within thirty (30) days after an agreement has been ratified by the membership of the Association and approved by the Board, one copy of the document, after having been proofread and agreed to by the negotiating teams, will be prepared at Board expense and given to the Association.
- 3.9 During the course of negotiations both parties shall have the right to call upon competent professional and lay persons to review items under consideration and advise them. The parties shall also have the right to utilize the services of consultants in the negotiations process.

ARTICLE IV

TEACHER AND ASSOCIATION RIGHTS

- 4.1 The Board agrees that it will not discriminate against any teacher with respect to hours, wages, terms or conditions of employment by reason of the teacher's membership in any professional organization or participation in any grievance.
- 4.2 The Board agrees that it will not discriminate against any teacher for reasons of color, race, marital status, religious affiliation, age, sex or national origin.
- 4.3 When a teacher is required to appear before the Board, the teacher shall be given reasonable prior written notice of not less than forty-eight (48) hours of the reason for the meeting and shall be allowed to have a personal representative of choice present at the meeting.
- 4.4 The Association shall have the right to post official notices of its activities on designated bulletin boards.
- 4.5 The Association shall have the right to use teacher mail boxes and interschool mail service for communication with teachers.
- 4.6 The Association shall have the right to reasonable use of school buildings for official Association meetings, providing that such facilities are available, prior notice has been given to the building principal a maximum of two (2) working days in advance of the meeting, there is no interruption of the educational program and the Association reimburses the District for any additional costs incurred as the result of such use.
- 4.7 The Association shall have the right to reasonable use of school equipment, such as school electronic and informational technology, and will be responsible for reimbursing the District for all materials and supplies used in the operation of this equipment.
- 4.8 A copy of the agenda, approved minutes of all board meetings, and any other publicly available documents shall be provided to the Association at the same time the Board is provided these documents. Upon request, the Association shall also be furnished a copy of regularly and routinely prepared information concerning the financial condition of the District, including the annual financial statement, annual audit report, treasurer's reports, student census data, and adopted budget. In addition, the Association may request copies of other readily available and pertinent information developed by the District and such requests shall not be unreasonably denied. Nothing herein shall require the Board to research and assemble information. Information requested shall be provided within a reasonable amount of time, but not to exceed ten (10) days.

4.9 Dues Deduction

Members of the Association shall have the right to have Association membership dues withheld from their salary upon presentation to the District of appropriate payroll deduction authorization forms. The Authorization forms shall be furnished by the Association. The dues deduction authorization shall remain in effect from year to year, except that teacher may revoke it as specified under the bylaws of the IEA. Upon receipt of any revocation it shall be the responsibility of the Association to notify the Board in writing of same. The amount of the dues deduction shall be annually certified by the Association to the Board. With a dues deduction authorization, the Board shall deduct one-ninth (1/9) of such dues from the regular salary check of each teacher for the nine (9) months of September through May. Any teacher becoming a member of the Association after October 1st and desiring dues deduction shall have their deductions prorated from the time authorization is submitted to the District through May. The Board shall remit deducted dues to the Association within ten (10) days following the end of the pay period. The Association agrees to hold the Board harmless from any and all liability under this provision.

- 4.10 District policies, regulations, and rules shall be published and made available to teachers.
- 4.11 Teachers shall have the right, upon request and at a time mutually convenient to the parties, to review the contents of their own personnel file as maintained by the District. Privileged information, such as letters of reference, shall be specifically exempted from such a review. A teacher may write a response to any material contained in the personnel file. The teacher may have a personal representative of choice accompany them when they review their own personnel file. Upon request of a teacher, the Board shall supply one (1) free copy of materials in the teacher's personnel file, except for privileged information.
- 4.12 Rules and regulations governing teacher conduct shall be reasonable, and enforcement of teacher discipline shall be fair and exercised for reasonable cause.
- 4.13 In school buildings, where space permits, an area will be reserved for use as a teacher's work area.
- 4.14 Teachers shall be entitled to receive a copy of any formal complaint lodged with the District concerning the teacher within five (5) days after all the particulars are known and the charges completed. All formal complaints will include the name of the complainant and the specific charges being filed.
- 4.15 In the event that the Association desires to send representative to Local, State, or National conferences or on other business pertinent to Association affairs, these representatives shall be permitted a total of five (5) days released time, without loss of pay, providing the Association reimburses the District for the cost of substitutes at the District's established substitute rate of pay and further providing that no more than two (2) teachers will be absent on Association business at any one time.

- 4.16 All teachers who are not members of the Association on or before thirty (30) days from the date of commencement of duties or the effective date of this Agreement, whichever is later, shall be required to pay to the Association a fair share fee for services rendered. The Association shall, certify to the Board a non-member teacher's fair share fee, which shall not exceed the dues uniformly required of members nor shall it include any fees for contributions related to the election or support of any candidate for political office. The fair share fee payment shall be deducted by the same manner as Association dues deductions are made for members and paid to the Association within ten (10) days following the deductions. The obligation to pay a fair share fee will not apply to any teacher who, on the basis of a bona fide religious tenet or teaching of a church or religious body of which such teacher is a member, objects to the payment of a fair share fee to the Association. Such teachers shall be required to pay an amount equal to the fair share fee to a non-religious charitable organization mutually agreed upon by the teacher and the Association. If the teacher and the Association are unable to agree on a charitable organization, the Illinois Educational Labor Relations Board may establish an approved list of charitable organizations to which such payment may be made. The Association shall indemnify and hold harmless the Board from and against any and all claims, demands, actions, complaints, litigation, or other forms of liability that may arise out of compliance with this provision of the agreement or in reliance on any list, notice, or affidavit furnished under this provision, provided:
 - (a) The employer gives immediate notice of such action in writing to the Association, and permits the Association intervention as a party as it so desires; and
 - (b) The employer gives full and complete cooperation to the Association and its counsel in securing and giving evidence, obtaining witnesses and making relevant information available at both trial and all appellate levels.

Exception

It is expressly understood that this save harmless provision will not apply to any claim, demand, suit, or other form of liability which may arise as a result of any type of willful misconduct by the Board or the Board's imperfect execution of the obligations imposed upon it by this Article.

ARTICLE V

GRIEVANCE PROCEDURE

5.1 Definition

Any claim by any teacher or the Association that there has been a violation, misinterpretation or misapplication of the terms of this Agreement shall be a grievance.

5.2 Representation

The grievant shall have the right to such representation as the grievant may desire, provided, however, the grievant shall bear the cost of such assistance.

5.3 Time Limits

All time limits consist of school days, except that when a grievance is submitted fewer than ten (10) days before the close of the current school term, or during the summer, time limits shall double and shall consist of all weekdays.

5.4 Procedure

Step One

In the event a problem cannot be resolved informally, the grievant may file a grievance within thirty (30) days of the event giving rise to the grievance, or the grievant's knowledge of same, whichever is later, with the District Superintendent. The Superintendent shall arrange for a meeting to take place with the grievant within fifteen (15) days of receipt of the grievance. The Superintendent shall issue his/her written response within ten (10) days of the Step One Meeting.

Step Two

If the Association is not satisfied with the disposition of the grievance at Step One, it may within thirty-five (35) days of the Step One response submit the grievance to final and binding arbitration proceedings shall be conducted under the voluntary labor arbitration rules of the American Arbitration Association.

The arbitrator shall have no right to amend, modify, nullify, ignore, add to, or subtract from the provisions of this Agreement. The arbitrator shall consider and decide only the specific issues submitted to him/her in writing and shall be based solely upon his/her interpretation of the meaning or application of the specific terms of this Agreement to the facts of the grievance presented.

5.5 Other

- .1 Nothing contained herein shall be construed as limiting the right of any teacher having a complaint to discuss the matter informally with any appropriate member of the administration. In any instance where the Association is not represented in the grievance procedure, the Association shall be notified of each administration response to such a grievance.
- .2 The grievant shall be permitted to present such evidence and introduce such witnesses as the grievant may deem pertinent at any stage of the grievance procedure.

- .3 The failure of a teacher of the Association to act on any grievance within the prescribed time limits will act as a bar to any further appeal, and an administrator's failure to give a decision within the prescribed time limits shall permit the grievant to proceed to the next step.
- .4 A grievance may be withdrawn at any level without establishing precedent.
- .5 No reprisals shall be taken by the Board or the administration against any employee because of his/her participation in a grievance.
- .6 The cost of arbitration shall be borne equally by the parties except that each party shall pay for its own representation costs.
- .7 The Association's right to file a grievance shall only be on grievances filed on a class action basis, involving one (1) or more employees.
- .8 Any investigation or other handling or processing of any grievances by the grievant or the Association shall be conducted so as to result in no interference with or interruption of the instructional program and related work activities of the grievant or of the District's employees. However, if grievance hearings or meetings, required by the arbitration, result in the grievant's presence during the regular work day, the teacher and the teacher's designated representative, as a District Employee, will be excused without loss of pay or benefits.

ARTICLE VI

WORKING CONDITIONS

6.1 Work Year

Prior to adopting a school calendar, the Board shall confer with the Association. The school calendar shall consist of a minimum of one hundred eighty-five (185) days in compliance with the Illinois School Code. The teacher work year shall consist of one hundred eighty days (180) work days, including student attendance days and teacher institute days.

.1 Part time teachers will attend institutes on non-student attendance days the same amount of hours in accordance with their workday.

6.2 Teaching Assignment

The normal teacher load shall not exceed thirty (30) clock hours of assigned responsibilities per week. The regular teacher work day shall begin fifteen (15) minutes prior to scheduled start time and shall end no later than fifteen (15) minutes after the scheduled end time. The teachers in grades K-5 will receive no less than one thirty minute continuous preparation period per day during student attendance hours. The normal teaching load in grades 6-12 is eight teaching assignments, which may include any study hall assignment and one (1) preparation period. If a teacher in grades 6-12 has six (6) different daily preparations (6 different classes) he/she will receive a yearly stipend of \$500.00. If a teacher in grades 6-12 teaches a dual credit course, he/she will receive an additional \$100.00 stipend per each college semester hour taught not to exceed 6%.

.1 Dismissal Times

Teachers will be allowed to leave ten (10) minutes after students on Fridays, early dismissal days, or on days due to inclement weather or excessive heat.

Prior to the Thanksgiving, Christmas, and Spring Break teachers will be allowed to leave ten (10) minutes after students are dismissed. On Parent/Teacher Conference days in which students are not in attendance teachers shall be dismissed at the end of the scheduled conference day. In the event that these days would be a workshop day dismissal time shall be no later than 3:15 p.m. With the building principal's approval teachers may leave at the student dismissal time on days they have doctor's appointment(s) or for other reasons acceptable to the principal.

.2 Internal Substitutions During Preparation Period

Teachers may be assigned by the administration to substitute in a classroom during the preparation period.

Teachers will be assigned on a rotating basis when more than one teacher is available at the specified time.

If the request to serve as an internal substitute will cause a serious impairment in preparing for class(es) or assigned responsibility later in the day, the teacher should make that fact known to the administrator. The right to assign such duty in an emergency situation if no other alternative exists rests with the administrator. It is understood that this is a temporary situation, and no instructor shall exceed five consecutive days of substitute service, unless instructor voluntarily agrees to exceed five consecutive school days.

Conditions:

- (a) Internal substitute pay will be \$25 per period and any fraction thereof.
- (b) Payment is based on separate periods of internal substitution and shall not be accumulated.
- (c) Teachers will receive payment for said service during the month following the month services are performed. (Example: Substitute in November, paid in December.)

6.3 Lunch Period

During each work day teachers shall be entitled to an uninterrupted duty free lunch period equal to the regular school lunch period, but not less than thirty (30) minutes.

Teachers who supervise lunch periods shall receive a \$10 stipend per day, with the maximum of \$80 per school year, if they do not get a thirty (30) minute duty free lunch period.

6.4 Non-Teaching Duties

The Board and Administration shall assign non-teaching duties on a fair and equitable basis consistent with meeting the specific needs of the students and programs.

6.5 Head Teacher

Whenever a teacher is designated as an acting principal in the absence of the building principal, that teacher shall be compensated in accordance with the salary as stated in Schedule B of the Appendix entitled Head Teacher. The Board of Education will make every effort to reduce the amount of clerical duties of the head teacher.

6.6 Reduction in Staff

If the Board determines it is necessary to have a reduction in staff among tenured teachers, such reduction shall be in accordance with Section 24-12 of the Illinois School Code.

.1 The RIF list shall be created and distributed no later than 75 days before the end of the school year. A RIF list with names attached shall be provided to the Association President.

6.7 Senior Sponsors

To relieve the heavy workload of senior sponsors the Jr. High/Sr. High staff shall rotate the supervisory role for concession sales at sporting events.

6.8 Job Descriptions

Changes in job descriptions shall be presented to the Association and the employee within fourteen (14) days of any changes.

COMPENSATION AND BENEFITS

7.1 Compensation

The salary of all teachers covered by this Agreement will be in accordance with Schedules A and B of the Appendix, which are attached hereto and made a part hereof.

7.2 Travel Pay

Members of the bargaining unit required to drive personal automobiles in the course of their employment shall be reimbursed at the IRS Reimbursement mileage_rate per mile. Travel between a staff member's residence and work assignment is not reimbursable.

7.3 Insurance

The Board shall make available to teachers medical and life insurance and The Board will contribute four hundred, seventy-five dollars (\$475.00) per month for 2018-2019 school year, four hundred, eighty-five (\$485.00) per month for 2019-2020 school year, four hundred, ninety-five (\$495.00) per month for 2020-2021 school year towards the cost of (this) insurance for each teacher employed on a full-time basis by the District. Staff members shall have the option of taking dependent coverage under the District medical insurance program if they pay the additional premium for full family coverage.

7.3.1 Life Insurance

Staff member will receive \$25,000 in life insurance.

7.4 Payroll Procedures

- .1 Each teacher shall have the option of receiving their salary bimonthly on a ten (10) or twelve (12) month calendar basis.
- .1a Each teacher shall be given the option of choosing to receive his or her annual salary in equal payments during the school year (10 month) or in equal payments over the full calendar year (12 months).
- .1b The Board shall provide all new employees with a Salary Election Form and instructions at least fifteen (15) days prior to the first day of the school year. Continuing employees will be notified of the option to change their salary payment election by filing a new Salary Election Form on or prior to the first day of the school year.
- .1c The salary payment election shall remain in effect from year to year or until the teacher changes his or her salary payment election for a subsequent year by filing a new Salary Election Form.
- .1d Teachers must make their salary payment election on or prior to the first day of the school year. In no event shall this salary payment election of any employee be changed after the start of the school year.
- .1e The Board's default payment schedule is to pay teachers based on the school year. The default schedule shall not be applied to employees who have submitted a timely Salary Election Form in the current prior years.

- .3 During the school term, if the regular pay date falls on a day when school is not in session, teachers shall receive their checks on the last teacher work day period thereto. During the summer payroll checks shall be mailed to teachers on the day preceding the regular pay date.
- .4 Upon written request of the teacher, and as approved by the Superintendent, authorization may be granted for payroll deductions in addition to those required legally and by this Agreement.
- .5 When a teacher earns sufficient credits to advance horizontally on the salary schedule, such adjustments in the teacher's salary shall be made at the beginning of the school year. In order to receive the salary adjustment, the teacher must file with the District a request in writing for the salary adjustment on or before August 1 and an official transcript of college credit must be received in the Superintendent's Office on or before September 25, both of which must be placed on file prior to salary adjustment.
- .6 Teachers have the option of receiving extra curricular pay in one lump sum at the completion of their season or divided equally among pay periods. Each employee will sign a form indicating choice by first day of school.

7.5 Graduate Hours

There is a fund of \$11,000 provided each July 1, regardless of the amount spent in the previous year for certified staff graduate hours. Any grants provided by the District to certified staff are exclusive of this program

A maximum of \$3,000 per member, per year, may be claimed at \$200 per hour. In the event of more requests than money at this rate, the total \$11,000 will be prorated among eligible members at a lesser rate.

Any certified staff member may be paid for 20 graduate hours per year in:

- 7 graduate hours in an approved master's degree program
- 8 graduate hours educationally related but not in an approved master's degree program
- 9 educationally related on-line correspondence courses

Intended classes for graduate hours are to be submitted to the Beecher City Superintendent before enrollment for approval. Approval shall only be granted for courses that advance an employee toward a degree or additional certification in the subject matter the employee teaches or an additional area of educational certification. Proof of an A or B grade is required to receive reimbursement payment.

Reimbursement payment will be disbursed on January 30th and on June 30th following the course completion.

7.6 Retirement Incentive

An employee tendering an irrevocable letter of resignation to a Teacher Retirement System (TRS) program on a date certain in the future in conformance with the following conditions shall be eligible for a retirement incentive in up to each of his or her final three years of teaching service subject to the following conditions:

- 1. The teacher shall have a minimum of twenty (20) years of continuous full-time service in the Beecher City C.U.S.D. #20 on the intended date of retirement.
- 2. The teacher shall be at least (60) years of age on or before December 31 of the year of retirement or will be at least fifty-five (55) years of age and will have at least thirty-five (35) years of creditable service and will not retire under the statutory Early Retirement Option.
- 3. The teacher shall have rendered to the Board a binding, irrevocable resignation for a date certain in the future. The teacher's notice may be given up to four (4) years prior to retirement or by September 1st during the year up and including the school year of retirement. The pre-retirement period is up to one (1) year in length depending upon the date the letter of resignation is received by the Board and the specified date of retirement.

"TRS creditable earnings," wherever that phrase is used in the entirety of this provision (Retirement Incentive Award Payment), shall mean total TRS creditable earnings including pension payment.

This agreement presumes the teacher will fully perform all his or her duties during the term of this agreement. Any reduction in teaching performance (dock days or leave of absence without pay, for example) during the term of this agreement shall result in a corresponding reduction in salary and benefit amount.

In exchange for the teacher's binding, irrevocable resignation on a date certain, the District agrees to remove the teacher from the salary schedule and for the year of eligibility, the teacher's TRS creditable earnings will be increased by six percent (6%) over the teacher's TRS creditable earnings for the prior year of employment except as otherwise provide herein.

Example:

A teacher applies for the award one year before retirement. The teacher's TRS creditable earnings for 2012-2013 were \$40,000. The teacher's final year TRS creditable earning (2013-2014) will be $$42,400 ($40,000 \times 1.06 = $42,000)$.

If a teacher has an extra duty obligation at the commencement of the retirement incentive program and ceases to perform those services during the retirement incentive program period, the calculation of the teacher's six percent (6%) increase shall be reduced by the amount of the extra duty compensation.

Example:

A teacher applies for the award two years before retirement. The teacher's creditable earnings before the retirement letter is submitted are \$42,400 (\$40,000 x 1.06 = 42,400). The teacher's pre-retirement year creditable earnings will be \$44,944(\$42,400 x 1.06 = 44,944). The teacher ceases to perform an extra duty assignment in his or her final year of employment for which he or she would have been paid \$2,000 (TRS creditable earnings). The teacher's final year creditable earnings will be \$42,944 (\$42,400 x 1.06 = 44,944 - 2,000 = 42,944).

In emergency situations, a teacher may submit to the Board a written request to withdraw the irrevocable letter of retirement and resignation. Acceptance of the request is at the sole

discretion of the Board. Should the Board accept the request to withdraw the irrevocable letter of retirement and resignation, the previously retiring teacher shall be required to sign a payroll deduction authorization form to repay the retirement incentive. The repayment shall be made over the same number of years that the retirement incentive had been received. The amount of each repayment shall be an average of the retirement incentive annual amounts. Said repayments shall be made no later than June 14 for the applicable number of repayment years until such time the retirement incentive money has been repaid in full and no later than the teacher's last day of employment, whichever is sooner.

Once an irrevocable letter of retirement is submitted, the employee will not be assigned, nor may an employee apply for or assume any additional duty (extra duty or additional work hours, days, weeks, or months) that would increase the employee's TRS gross income above the six percent (6%) provided herein.

If a teacher fails to complete the pre-retirement period, leaves the District prior to the designated retirement date or otherwise retires under the statutory Early Retirement Option causing the District to have to pay a penalty or other monies not contemplated herein to TRS, the District shall be entitled to damages for breach of contract against the teacher in an amount equal to the retirement award payment received by the teacher including tax and retirement withholdings. Upon complete reimbursement of such amount to the District, the teacher shall be entitled to any general wage increase that would have been applicable during the pre-retirement period.

In no event will a teacher subject to this provision receive an increase in any year covered by this provision of TRS creditable earnings in excess of six percent (6%) of the prior year's TRS creditable earnings.

Status quo in the event of a change in the law or a rules change or interpretation by TRS subsequent to the incorporation of this provision into any contract shall be compliance with this provision (to the extent possible without penalty or additional cost to the District) but under no circumstances shall status quo be interpreted to require the District to incur any assessment or penalty not contemplated by the parties at the time this provision was bargained. No penalty of any kind except as expressly and explicitly provided for herein was contemplated by the parties at the time this provision was bargained. If and when bargaining begins pursuant to a demand to bargain (resulting from a change in the law rules change or when no agreement can be reached on the issue, the employer shall not be required to interpretation by TRS) and if and distribute and monies in a fashion that would result in any increase cost to the District due to a TRS assessment of penalty resulting from the change in the law or a rules change or interpretation by TRS or legislative change beyond the negotiated employee (9.4% of creditable earnings up to 106% of the previous year's TRS gross; all as contribution amount paid on behalf of the permitted without penalty) including any incentive amount that would not result in additional assessment or penalty.

This provision is tentatively agreed to and ratified with the understanding that it will be submitted to TRS for review to obtain reasonable assurance from TRS that the District will incur no penalties or additional assessment resulting from it, and that is not otherwise problematic to TRS. If TRS should have objections or advises that the District will incur penalties by reason of this paragraph, then before the provision becomes effective it shall be revised through the negotiation process as necessary based upon findings from TRS and resubmitted and revised until reasonable assurance from TRS is obtained.

ARTICLE VIII

EVALUATIONS

- 8.1 The parties agree that the primary objective of the program to evaluate classroom teaching performance is to improve the quality of instruction.
- 8.2 The parties further recognize the value and importance of establishing a procedure for evaluating and assisting the classroom teaching progress and success of both probationary and tenure teachers.
- 8.3 Formal evaluation of classroom teaching performance shall be in accordance with the following procedure in accordance with the law or regulations.
 - .1 The Principal, or other administrator designated by the Superintendent, shall be responsible for the administration of the procedure for evaluating classroom teaching performance using the evaluation instruments, tool kit, and plan that has been jointly developed by the Administration and the teachers and approved by the Board.
 - .1.1 Every five years a committee will be formed consisting of 3 teachers (one from each building) and 3 administrators who will make recommendations as to the reliability and validity of the tools, instruments, and plans used for the evaluation process.
 - .2 During the first four (4) weeks of school, the designated administrator shall orient all teachers under his/her supervision as to the evaluation plan, procedures, instruments, and tools and shall advise the teachers as to those administrators who may observe and evaluate his/her classroom teaching performance.
 - .3 Each formal written evaluation of classroom teaching performance shall be preceded by at least one (1) classroom observation that is not less than 30 minutes or one full class period and must incorporate the beginning, middle, and end of the lesson.
 - .4 A copy of each formal written evaluation of classroom teaching performance shall be given to the teacher and a conference held between the teacher and the evaluator within five (5) school days of the classroom observation.
 - .5 In the event that the teacher feels the formal written evaluation of classroom teaching performance was incomplete or inaccurate the teacher may put these objections in writing and have them attached to the evaluation report to be placed in the personnel file.
 - .6 The evaluator shall make written suggestions, if the evaluator deems such to be possible and appropriate, for improvement of all teachers receiving critical evaluations.
 - .7 The classroom teaching performance of probationary teachers shall be evaluated at least twice during each probationary year.
 - .8 The final written report and any recommendations to the Superintendent for each probationary teacher shall be submitted at least seventy-five (75) days before the end of the current school term.

- .9 The classroom teaching performance of a tenure teacher shall be evaluated at least once every other year, but no more than twice per year. Tenured teachers will be evaluated on a rotational schedule. Rotational schedule will be developed by the principal and provided to each tenured teacher. A conference to discuss goals and objectives will be conducted by individual teachers and the principal during years in which the teacher is not formally evaluated.
- .10 A teacher's personnel file shall be subject to review by the teacher upon request, save for confidential material, and the teacher shall be allowed to have a personal representative of choice present during the review.
- .11 All formal evaluation of classroom teaching performance of a teacher shall be conducted openly and with full knowledge of the teacher.

ARTICLE IX

LEAVES

9.1 Sick Leave

- .1 The Board of Education of Beecher City Unit 20 shall grant their full time teachers and other employees sick leave provisions as follows:
- 9 month employees------11 days sick leave per year
- 9 ½ 10 month employees------12 days sick leave per year
- 10 ½ 11 month employees------13 days sick leave per year

Over 11 month employees------13 to 15 days sick leave per year

Sick leave shall be interpreted to mean personal illness, quarantine at home, or serious illness or death in the immediate family or household, birth, adoption and placement of adoption. For purposes of this Article, immediate family shall be defined as: parents, spouse, brothers, sisters, children, grandparents, grandchildren, step-grandchildren, in-laws, aunts, uncles, cousins, step-parents, step-children, and close friends.

- .2 Unused sick leave shall accumulate up to the TRS allowed maximum.
- .3 The Board may require a physician's certificate as a basis for pay for personal illness after an absence of three (3) days or as it may deem necessary in other cases.
- .4 At the beginning of the school term, each teacher shall be furnished a written statement setting forth the amount of sick leave available during the current school term. Likewise, an Association officer shall be provided a master copy of all teachers' sick and personal leave for the current school term, upon request.

9.2 Personal Leave

- .1 Teachers will be granted three (3) days annually of personal leave. Teachers with 15 years or more of teaching experience will be granted four (4) days annually of personal leave.
- .2 Permission to take a personal leave day, must have the prior approval of the building principal or the Superintendent. A request for a personal leave must be submitted sufficiently in advance of the leave to allow adequate time for a substitute to be obtained.
- .3 A personal leave day may not be taken on a day immediately preceding or following a school holiday or vacation except on a special occasion with the approval of the Superintendent.
- .4 Unused personal leave days may accumulate to four (4) days, five (5) days for teachers having 15 or more years of teaching experience and, thereafter, additional unused personal leave days will be added to sick leave.

9.3 Bereavement Leave

In the event of the death of a member of the teacher's immediate family or non-immediate family, (or household, as defined in Paragraph 9.1) bereavement leave not to exceed five (5) days per incident, (depending upon the circumstances and as approved by the Superintendent,) shall be allowed. Three (3) days per incident taken as bereavement leave

will not be charged against the teacher's sick leave. Bereavement Leave will be limited to 10 days annually.

9.4 Jury Duty

Teachers called for jury duty when school is in session shall receive full salary during the time the teacher is on jury duty. Jury duty remuneration received by the teachers shall be turned over the District. Jury duty remuneration does not include mileage allowance, meal allowance, or parking fees.

9.5 Leaves of Absence

Leaves of absence for up to one (1) year may be granted to tenured teachers without pay. Experienced movement on the salary schedule shall be limited to half-year and full-year increments. Teachers shall qualify for advancement on the salary schedule at the beginning of each school year by having completed not less than sixty-five (65) contract days of full time instruction the preceding year to qualify for a half-year increment or not less than one hundred thirty-five (135) contract days of full time instruction the preceding year to qualify for a full year increment. A teacher on an approved leave of absence may continue in the District's group health insurance program if the teacher pays the insurance premium and it is acceptable to the insurance carrier. A teacher on an approved leave of absence shall continue to accrue seniority and tenure.

9.6 Parental Leave

- .1 The Board shall grant a leave of absence for the period of pregnancy related disability, as determined by the attending physician, and such leave shall be treated as sick leave.
- .2 The Board may also grant requests for maternity leave prior to the period of disability and/or child care leave for the period subsequent to the period of disability. Sick leave shall not be applicable during a parental leave, which includes maternity leave or child care leave.
- .3 A teacher returning from parental leave shall be reinstated to the teacher's former position or its equivalent and experience on the salary schedule shall be granted in accordance with Section 9.5 of this Article

9.7 Military Leave

Teachers inducted into the military service of the Unit States shall be granted an extended leave of absence for the period of the required service in the military.

9.8 Sabbatical Leave

Sabbatical leave shall be granted as per Section 24-6.1 of the Illinois School Code.

9.9 Professional Leave

- .1 Each teacher may have four (4) professional leave days per year if approved by the Superintendent:
 - A. To attend a conference, workshop or seminar related to the teacher's field; and
 - B. To visit other schools, view other instructional techniques or programs, view new classroom or teaching related equipment or to observe exemplary programs related to the teacher's field.
- .2 A request for a professional leave day shall be submitted in writing to the Superintendent at least five (5) working days prior to the requested leave. The Superintendent retains the final authority to accept or reject any or all use of professional leave days.

- .3 No more than two (2) employees per building may use professional leave on the same day. However, the Superintendent may waive this restriction.
- .4 If the Superintendent approves such leaves, the District shall reimburse the teacher the cost of registration fees, up to Twenty-Five and 00/100 Dollars (\$25.00) per day for meals and mileage being paid at the current IRS rate if the Superintendent approves use of personal vehicle. If the conference necessitates an overnight stay, the Superintendent may approve motel fees. The District retains the prerogative to determine the number of vehicles to be used for professional leave. Prior to the reimbursement for expense, the teacher may be required to furnish receipts.

9.10 Attendance Incentive

The board will offer an attendance incentive to teachers who do not use more than 4 leave day (sick leave, dock day, bereavement leave, and personal leave) per school year. The teacher will receive as attendance incentive as follows:

# of days used each school year	amount received
0 (zero) days	\$400
½ to 1 day	\$300
1½ to 2 days	\$200
2½ to 3 days	\$150
3½ to 4 days	\$100

ARTICLE X

EFFECT OF AGREEMENT

10.1 Complete Understanding

The terms and conditions set forth in this Agreement represent the full and complete understanding between the parties. The terms and conditions may be modified only through the written mutual consent of the parties.

10.2 Savings Clause

Should any article, section, or clause of this Agreement be declared illegal by a court of competent jurisdiction, then the article, section or clause shall be deleted from this Agreement to the extent that it violates the law. The remaining articles, sections, and clauses shall remain in full force and effect.

10.3 Waiver of Additional Bargaining

The parties hereby acknowledge that the terms and conditions included in this Agreement represent the full and complete understanding between the parties. The Board and the Association, for the life of this Agreement, each waives any obligation to bargain collectively with respect to any subject or matter that may or may not have been known to either or both of the parties at the time this Agreement was negotiated or signed and that any bargaining will be limited to a successor Agreement, except that with the written mutual consent of both parties, such matters may be discussed and the Agreement modified.

10.4 No Strike

During the term of this Agreement and any extension thereof, no employee covered by this Agreement, nor the Union, nor any person acting on behalf of the Union shall ever or at any time engage in, authorize, or instigate any picketing, any recognition of any picket line at the School District's premises, any strike, slowdown or other refusal to render full and complete services to the Board, or any activity whatsoever which would disrupt in any manner, in whole or in part, the operation of the School District.

10.5 Individual Contracts

If the Board enters into an individual contract or employment agreement with a teacher, such contract or employment agreement shall reflect the terms of this Agreement.

10.6 Term of Agreement

This agreement shall be effective August 15th, 2018, and shall continue in effect until August 13th, 2021.

This agreement is signed this 14th day of May, 2018

IN WITNESS WHEREOF:

For the Beecher City Unit District No. 20 Education Association – IEA/NEA For the Board of Education Beecher City Community Unit District No. 20

Presiden

Secretary

Secretary

2018-19 Salary Schedule						
YEARS	BS	BS+8	BS+16	BS+24	MS	MS+16
1	\$ 35,500.00	\$ 36,305.00	\$ 37,110.00	\$ 37,915.00	\$ 38,720.00	\$ 39,525.00
2	\$ 36,490.00	\$ 37,295.00	\$ 38,100.00	\$ 38,905.00	\$ 39,710.00	\$ 40,515.00
3	\$ 37,480.00	\$ 38,285.00	\$ 39,090.00	\$ 39,895.00	\$ 40,700.00	\$ 41,505.00
4	\$ 38,470.00	\$ 39,275.00	\$ 40,080.00	\$ 40,885.00	\$ 41,690.00	\$ 42,495.00
5	\$ 39,460.00	\$ 40,265.00	\$ 41,070.00	\$ 41,875.00	\$ 42,680.00	\$ 43,485.00
6	\$ 40,450.00	\$ 41,255.00	\$ 42,060.00	\$ 42,865.00	\$ 43,670.00	\$ 44,475.00
7	\$ 41,440.00	\$ 42,245.00	\$ 43,050.00	\$ 43,855.00	\$ 44,660.00	\$ 45,465.00
8	\$ 42,430.00	\$ 43,235.00	\$ 44,040.00	\$ 44,845.00	\$ 45,650.00	\$ 46,455.00
9	\$ 43,420.00	\$ 44,225.00	\$ 45,030.00	\$ 45,835.00	\$ 46,640.00	\$ 47,445.00
10	\$ 44,410.00	\$ 45,215.00	\$ 46,020.00	\$ 46,825.00	\$ 47,630.00	\$ 48,435.00
11	\$ 45,400.00	\$ 46,205.00	\$ 47,010.00	\$ 47,815.00	\$ 48,620.00	\$ 49,425.00
12	\$ 46,390.00	\$ 47,195.00	\$ 48,000.00	\$ 48,805.00	\$ 49,610.00	\$ 50,415.00
13	\$ 47,380.00	\$ 48,185.00	\$ 48,990.00	\$ 49,795.00	\$ 50,600.00	\$ 51,405.00
14	\$ 48,370.00	\$ 49,175.00	\$ 49,980.00	\$ 50,785.00	\$ 51,590.00	\$ 52,395.00
15	\$ 49,360.00	\$ 50,165.00	\$ 50,970.00	\$ 51,775.00	\$ 52,580.00	\$ 53,385.00
16	\$ 50,350.00	\$ 51,155.00	\$ 51,960.00	\$ 52,765.00	\$ 53,570.00	\$ 54,375.00
17	\$ 51,340.00	\$ 52,145.00	\$ 52,950.00	\$ 53,755.00	\$ 54,560.00	\$ 55,365.00
18	\$ 52,330.00	\$ 53,135.00	\$ 53,940.00	\$ 54,745.00	\$ 55,550.00	\$ 56,355.00
19	\$ 53,320.00	\$ 54,125.00	\$ 54,930.00	\$ 55,735.00	\$ 56,540.00	\$ 57,345.00
20		\$ 55,115.00	\$ 55,920.00	\$ 56,725.00	\$ 57,530.00	\$ 58,335.00
21			\$ 56,910.00	\$ 57,715.00	\$ 58,520.00	\$ 59,325.00
22				\$ 58,705.00	\$ 59,510.00	\$ 60,315.00
23					\$ 60,500.00	\$ 61,305.00
24					\$ 61,490.00	\$ 62,295.00
25						\$ 63,285.00

2019-20 Salary Schedule						
YEARS	BS	BS+8	BS+16	BS+24	MS	MS+16
1	\$ 35,725.00	\$ 36,540.00	\$ 37,355.00	\$ 38,170.00	\$ 38,985.00	\$ 39,800.00
2	\$ 36,730.00	\$ 37,545.00	\$ 38,360.00	\$ 39,175.00	\$ 39,990.00	\$ 40,805.00
3	\$ 37,735.00	\$ 38,550.00	\$ 39,365.00	\$ 40,180.00	\$ 40,995.00	\$ 41,810.00
4	\$ 38,740.00	\$ 39,555.00	\$ 40,370.00	\$ 41,185.00	\$ 42,000.00	\$ 42,815.00
5	\$ 39,745.00	\$ 40,560.00	\$ 41,375.00	\$ 42,190.00	\$ 43,005.00	\$ 43,820.00
6	\$ 40,750.00	\$ 41,565.00	\$ 42,380.00	\$ 43,195.00	\$ 44,010.00	\$ 44,825.00
7	\$ 41,755.00	\$ 42,570.00	\$ 43,385.00	\$ 44,200.00	\$ 45,015.00	\$ 45,830.00
8	\$ 42,760.00	\$ 43,575.00	\$ 44,390.00	\$ 45,205.00	\$ 46,020.00	\$ 46,835.00
9	\$ 43,765.00	\$ 44,580.00	\$ 45,395.00	\$ 46,210.00	\$ 47,025.00	\$ 47,840.00
10	\$ 44,770.00	\$ 45,585.00	\$ 46,400.00	\$ 47,215.00	\$ 48,030.00	\$ 48,845.00
11	\$ 45,775.00	\$ 46,590.00	\$ 47,405.00	\$ 48,220.00	\$ 49,035.00	\$ 49,850.00
12	\$ 46,780.00	\$ 47,595.00	\$ 48,410.00	\$ 49,225.00	\$ 50,040.00	\$ 50,855.00
13	\$ 47,785.00	\$ 48,600.00	\$ 49,415.00	\$ 50,230.00	\$ 51,045.00	\$ 51,860.00
14	\$ 48,790.00	\$ 49,605.00	\$ 50,420.00	\$ 51,235.00	\$ 52,050.00	\$ 52,865.00
15	\$ 49,795.00	\$ 50,610.00	\$ 51,425.00	\$ 52,240.00	\$ 53,055.00	\$ 53,870.00
16	\$ 50,800.00	\$ 51,615.00	\$ 52,430.00	\$ 53,245.00	\$ 54,060.00	\$ 54,875.00
17	\$ 51,805.00	\$ 52,620.00	\$ 53,435.00	\$ 54,250.00	\$ 55,065.00	\$ 55,880.00
18	\$ 52,810.00	\$ 53,625.00	\$ 54,440.00	\$ 55,255.00	\$ 56,070.00	\$ 56,885.00
19	\$ 53,815.00	\$ 54,630.00	\$ 55,445.00	\$ 56,260.00	\$ 57,075.00	\$ 57,890.00
20		\$ 55,635.00	\$ 56,450.00	\$ 57,265.00	\$ 58,080.00	\$ 58,895.00
21			\$ 57,455.00	\$ 58,270.00	\$ 59,085.00	\$ 59,900.00
22				\$ 59,275.00	\$ 60,090.00	\$ 60,905.00
23					\$ 61,095.00	\$ 61,910.00
24					\$ 62,100.00	\$ 62,915.00
25						\$ 63,920.00

2020-21 Salary Schedule						
YEARS	BS	BS+8	BS+16	BS+24	MS	MS+16
1	\$ 35,950.00	\$ 36,785.00	\$ 37,620.00	\$ 38,455.00	\$ 39,290.00	\$ 40,125.00
2	\$ 36,970.00	\$ 37,805.00	\$ 38,640.00	\$ 39,475.00	\$ 40,310.00	\$ 41,145.00
3	\$ 37,990.00	\$ 38,825.00	\$ 39,660.00	\$ 40,495.00	\$ 41,330.00	\$ 42,165.00
4	\$ 39,010.00	\$ 39,845.00	\$ 40,680.00	\$ 41,515.00	\$ 42,350.00	\$ 43,185.00
5	\$ 40,030.00	\$ 40,865.00	\$ 41,700.00	\$ 42,535.00	\$ 43,370.00	\$ 44,205.00
6	\$ 41,050.00	\$ 41,885.00	\$ 42,720.00	\$ 43,555.00	\$ 44,390.00	\$ 45,225.00
7	\$ 42,070.00	\$ 42,905.00	\$ 43,740.00	\$ 44,575.00	\$ 45,410.00	\$ 46,245.00
8	\$ 43,090.00	\$ 43,925.00	\$ 44,760.00	\$ 45,595.00	\$ 46,430.00	\$ 47,265.00
9	\$ 44,110.00	\$ 44,945.00	\$ 45,780.00	\$ 46,615.00	\$ 47,450.00	\$ 48,285.00
10	\$ 45,130.00	\$ 45,965.00	\$ 46,800.00	\$ 47,635.00	\$ 48,470.00	\$ 49,305.00
11	\$ 46,150.00	\$ 46,985.00	\$ 47,820.00	\$ 48,655.00	\$ 49,490.00	\$ 50,325.00
12	\$ 47,170.00	\$ 48,005.00	\$ 48,840.00	\$ 49,675.00	\$ 50,510.00	\$ 51,345.00
13	\$ 48,190.00	\$ 49,025.00	\$ 49,860.00	\$ 50,695.00	\$ 51,530.00	\$ 52,365.00
14	\$ 49,210.00	\$ 50,045.00	\$ 50,880.00	\$ 51,715.00	\$ 52,550.00	\$ 53,385.00
15	\$ 50,230.00	\$ 51,065.00	\$ 51,900.00	\$ 52,735.00	\$ 53,570.00	\$ 54,405.00
16	\$ 51,250.00	\$ 52,085.00	\$ 52,920.00	\$ 53,755.00	\$ 54,590.00	\$ 55,425.00
17	\$ 52,270.00	\$ 53,105.00	\$ 53,940.00	\$ 54,775.00	\$ 55,610.00	\$ 56,445.00
18	\$ 53,290.00	\$ 54,125.00	\$ 54,960.00	\$ 55,795.00	\$ 56,630.00	\$ 57,465.00
19	\$ 54,310.00	\$ 55,145.00	\$ 55,980.00	\$ 56,815.00	\$ 57,650.00	\$ 58,485.00
20		\$ 56,165.00	\$ 57,000.00	\$ 57,835.00	\$ 58,670.00	\$ 59,505.00
21			\$ 58,020.00	\$ 58,855.00	\$ 59,690.00	\$ 60,525.00
22				\$ 59,875.00	\$ 60,710.00	\$ 61,545.00
23					\$ 61,730.00	\$ 62,565.00
24					\$ 62,750.00	\$ 63,585.00
25						\$ 64,605.00

Schedule B Schedule B 2018-2019 2019-20	2020-2021
Base Salary \$35,500.00 \$35,725	
Group 1	
Athletic Director \$4,615.00 \$4,644	.25 \$4,673.50
Group 2	
HS Basketball \$3,905.00 \$3,929	.75 \$3,954.50
Group 3	
HS Baseball \$3,905.00 \$3,929	.75 \$3,954.50
Group 4	
HS Softball \$3,017.50 \$3,036	.63 \$3,055.75
HS Volleyball \$3,017.50 \$3,036	.63 \$3,055.75
HS Asst. Boys Basketball \$3,017.50 \$3,036	.63 \$3,055.75
JH Basketball \$3,017.50 \$3,036	.63 \$3,055.75
Group 5	
HS Asst. Volleyball \$1,952.50 \$1,964	.88 \$1,977.25
HS Asst. Boys Baseball \$1,952.50 \$1,964	.88 \$1,977.25
FFA \$1,952.50 \$1,964	.88 \$1,977.25
FBLA \$1,952.50 \$1,964	.88 \$1,977.25
Yearbook Sponsor \$1,952.50 \$1,964	.88 \$1,977.25
HS Head Teacher \$1,952.50 \$1,964	.88 \$1,977.25
Group 6	
JH Volleyball \$1,863.75 \$1,875.	.56 \$1,887.38
JH Softball \$1,863.75 \$1,875.	.56 \$1,887.38
JH Baseball \$1,863.75 \$1,875.	.56 \$1,887.38
HS Asst. Girls Softball \$1,863.75 \$1,875	.56 \$1,887.38
HS Cheerleading \$1,863.75 \$1,875	.56 \$1,887.38
JH Track (one coach) \$1,863.75 \$1,875.	.56 \$1,887.38
Group 7	
HS Scholar Bowl \$1,242.50 \$1,250	.38 \$1,258.25
Play Director \$1,242.50 \$1,250.	.38 \$1,258.25
Group 8	
Student Council \$1,189.25 \$1,196.	
5/6 Basketball \$1,189.25 \$1,196.	
Concession Manager \$1,189.25 \$1,196.	
Senior Sponsor \$1,189.25 \$1,196.	.79 \$1,204.33

Schedule B	Schedule B	2018-2019	2019-2020	2020-2021
Group 9				
	JH Cheerleading	\$1,029.50	\$1,036.03	\$1,042.55
	JV Scholastic Bowl	\$1,029.50	\$1,036.03	\$1,042.55
	Junior Sponsor	\$1,029.50	\$1,036.03	\$1,042.55
Group 10				
	BCG Head Teacher	\$869.75	\$875.26	\$880.78
	JH Scholastic Bowl	\$869.75	\$875.26	\$880.78
	HS Asst. Play Director	\$869.75	\$875.26	\$880.78
Group 11				
	5/6 Cheerleading	\$798.75	\$803.81	\$808.88
	Total Money (if all filled)	\$61,131.00	\$61,518.45	\$61,905.90

An incentive for a person to stay in the same extracurricular activity for consecutive 15 years, that person will receive an additional flat \$175 for each activity.

MEMORANDUM OF UNDERSTANDING

LONGEVITY BONUS/BENEFIT PLAN

In form of memorandum of understanding the board offers the following longevity bonus/benefit plan. This and all language within this proposal of memorandum of understanding is subject to review and modification by board legal counsel.

At the start of the school year, teachers who are full time and are not receiving an experience step and/or an education step shall receive the longevity bonus of \$450. This bonus will not be used in calculating the teacher's salary for the following years.