

AGREEMENT
BETWEEN
BOARD OF EDUCATION
FREEBURG
COMMUNITY CONSOLIDATED SCHOOL DISTRICT NO. 70
AND
FREEBURG ELEMENTARY TEACHERS' ASSOCIATION

2023-2024
2024-2025
2025-2026
2026-2027
2027-2028

ARTICLE 1

The Board of Education of Freeburg Community Consolidated School District No. 70 hereinafter referred to as the Board, recognizes the Freeburg Elementary Teacher's Association, an affiliate of the Illinois Education Association, and the National Education Association hereinafter referred to as the Association, as the sole and exclusive negotiating agent for all certified employees excluding Superintendent, Assistant Superintendent, Principals, supervisors, managerial employees, confidential employees and short term employees, for the duration of this Agreement.

ARTICLE II

2.1 **Right to Organize**

Teachers shall have the right to organize, join and assist the Freeburg Elementary Teachers' Association, hereinafter referred to as the "Association", and to participate in professional negotiations with the Board.

2.2 **Dues Deduction**

The Board shall deduct from each employee's pay the current state and national dues of the Association, provided the Board has an employee-executed annual authorization for dues deduction, the amount of which shall be certified by the Association.

2.3 **Meetings, Notices and General Information**

The Association may be granted the use of the following:

- The use of school buildings for Freeburg Elementary Teachers' Association meetings;
- The use of teacher mailboxes; inter-school mail, and faculty lounge bulletin boards for the purpose of internal communications;
- The use of school equipment, e.g. typewriters, computers, and copy machines, for the conduct of internal Association communications.
- The President of the Association shall be given an agenda of school board meetings at least 24 hours prior to the beginning of the meetings. (1996)

2.4 **Right of Representation**

When an employee is required to appear before the Board concerning any matter which could adversely affect the employee's continuing employment or the employee's salary, the employee shall be entitled to have a representative present.

2.4.1 The employee shall be advised in writing of the reasons for the request at least 48 hours prior to the meeting and shall be advised of the nature of the reasons to appear.

2.5 **Personnel File**

Each employee shall have the right to review the contents of said employee's personnel file with 48 hours notice and with an administrator present and to attach and place therein written reactions to its contents. Material which is derogatory to an employee's conduct, service, character, or personality shall be placed in an employee's file only after the employee has had the opportunity to acknowledge that he/she has seen such material by affixing his signature on the actual copy to be filed. The signature does not indicate agreement with the content of the materials. The employee may not remove any material from said file. With at least one school day's notice to the Superintendent, the employee will receive a copy of his or her file except confidential letters of recommendation. (1996)

2.6 School Calendar

The Association shall have the right to be represented at any meeting held for the purpose of setting a school calendar. The President of the Association shall be notified at least 24 hours in advance of any such meeting. (1996)

2.7 Committees

The Association will appoint representatives to Board established school reform committees required by the State Board of Education, including but not limited to the Joint RIF Committee and Joint Evaluation Committee. If mutually agreed, release time shall be arranged for teachers participating in these committees.

2.8 Parental Complaints

Teachers shall be notified of any parental complaints lodged against them within THREE (3) days of such complaints. (1996)

ARTICLE III

3.1 Teacher Work Day

The teacher work day shall be from ten (10) minutes (2003) before classes start until fifteen (15) minutes after classes end. Teachers shall be required to attend before (2003) or after-school faculty meetings provided that said meetings are announced at least twenty-four (24) hours in advance. The teacher shall be entitled to: a daily duty-free lunch period of no less than thirty consecutive minutes, during which no supervision duties shall be required (1988), and weekly planning time of not less than 200 minutes. In the event of early dismissals within a week, the planning time may be adjusted proportionately.

3.1.1 Teachers shall be required to attend a reasonable number of school functions as currently expected by the District. (1988)

3.1.2 Each teacher may attend workshops and/or seminars sponsored by the

Regional Office of Education (or equivalent) as scheduled by the administration with the consent of the teacher as to which workshop to attend. (1990/Revised 2003)

- 3.1.25 Teachers may attend non-ROE-sponsored workshops and/or seminars, with approval of the administration, paid by the District.
- 3.1.3 Teachers shall be in their classrooms ten (10) minutes prior to the beginning of their classes unless a school duty requires their presence elsewhere. (1988)
- 3.1.4 If a teacher is required by the administration to attend training given by a third party outside of his/her contracted days, the teacher shall be compensated at a rate of \$30/hour (plus TRS), less 30 minutes for meals, if applicable. Compensation will be limited to the time the training is occurring and if travel is required, will be inclusive of travel time. The teacher will be reimbursed up to \$30 per day for meals and the current mileage rate set by the IRS if a personal vehicle is used. Total compensation shall not exceed \$200/day excluding meal reimbursement and travel time. The District retains the prerogative to determine the number of vehicles to be used for professional leave.

Teachers must submit to the Superintendent Exhibit B with signature and accompanying receipts detailing the amount of actual expenses. Teachers must also submit to the Superintendent a completed timecard with signature for payroll processing.

3.2 Teacher Work Year

The Teacher work year shall consist of no more than one hundred eighty (180) teacher attendance days.

- 3.2.1 All certified position vacancies (including extra-curricular, summer teaching, and part-time teaching positions) and newly created certified teaching positions shall be sent to FETA at least seven (7) calendar days prior to the vacancy being advertised externally. This provision may be waived in the event of an emergency, providing that a reasonable attempt is made to contact those employees potentially affected or interested.
- 3.2.2 Teachers shall be notified of any changes in their tentative teaching assignment by August 1 preceding the beginning of the school year. If a change is necessary after August 1, the teacher affected will be consulted prior to any change. (1990)

3.3 Reduction in Force

When the Board deems it necessary to reduce the numbers of teachers in the district because of reasons such as declining enrollments, inadequate finances, elimination of programs, consolidation, etc., then reductions shall be in accordance with the Illinois School Code.

3.4 Evaluation

The parties agree that they will comply with and cooperate in the implementation of all legally-required elements in the Performance Evaluation Reform Act of 2010 (“PERA”), the Part 50 Administrative

Rules (Evaluation of Certified Employees) under Article 24A and 34 of the Illinois School Code, and the Education Reform Act of 2011 (“Senate Bill 7”), including but not limited to the creation of any joint committee(s) that may be required by such legislation.

Teacher evaluation methods, instrument, procedures, and descriptors developed by District 70, in good-faith cooperation with FETA, shall be followed.

3.5 Records Day

A records day shall be established at the end of the school year.

ARTICLE IV

TEACHER COMPENSATION AND FRINGE BENEFITS

4.1 Salary

A schedule of reimbursement for full-time employees, during the term of this Agreement, shall be set forth in Appendix A which is attached hereto and incorporated in this agreement.

- 4.1.1 Salary Schedule Clarification – Beginning with the 2003-2004 school year the number of steps on the Bachelor’s columns will be as follows: BA column – 12 steps; BA + 8 Column – 14 steps; BA + 16 Column – 16 steps; BA + 24 Column – 18 steps. The Master’s columns will all retain 20 steps. People who have already moved beyond those positions will be frozen at that step. They may move horizontally on the schedule, but may not move vertically. The district will recognize graduate credit hours for movement on the salary schedule from “traditional” classroom curriculums as well as graduate correspondence or electronic coursework curriculums. However, graduate correspondence and electronic coursework curriculums must come from an institution listed in Exhibit A of this collective bargaining agreement or may come from another institution if that institution and course are pre-approved by the superintendent.
- 4.1.2 Electronic coursework that may not be directly related to an employee’s field may not receive credit toward salary movement. Restrictions regarding correspondence and electronic coursework also apply to teachers who enroll in a Master’s Degree program with accumulated hours that do not count toward the degree. For example, if a teacher is on the salary schedule at BA24 and enrolls in a Master’s program that does not count those hours from correspondence and electronic coursework, when they obtain the Master’s degree and move to the MA column, the aforementioned hours will not count toward horizontal movement beyond the MA column.
- 4.1.3 Beginning after a teacher’s twentieth (20th) year of service and each year thereafter, the teacher will receive non-compounding longevity pay of \$500 added to the teacher’s Step 20 salary indicated on the salary schedule.

4.2 Date of Pay

The payday for all employees shall be day fifteen (15) and day 30 (thirty) of each month, except in February the second payday shall be the last day of the month. If the designated payday should occur on a weekend or holiday, employees shall receive their pay on the last business day before the regular pay date.

4.2.1 Certified employees shall have the option of direct deposit of their paychecks.

4.3 Supplemental Jobs

The supplemental pay schedule for duties beyond the regular day shall be set forth in Appendix B that is attached to and incorporated into this agreement.

4.3.1 Teachers will be given the opportunity to sign for and fill any gate duties (ticket sellers) at extra-curricular events. Teachers may sign up for two dates on the initial posting of the duty schedule by the athletic director, and two dates on each successive day until the dates are filled (2007) Duties shall be compensated according to the agreed upon schedule (SEE EXHIBIT B).

4.3.2 When an internal substitute is required for a teacher for certain class periods, the administration may request a member of the faculty to teach a class period. The rate of pay may be found on the negotiated Extracurricular stipend schedule. (2005)

4.3.3 The athletic director shall be in charge of securing scorekeepers and timers for extra-curricular events at his/her discretion. However, he/she shall give priority to and make every effort possible to secure teachers working under this contract. Scorekeepers and timers shall be compensated according to the agreed upon schedule (SEE EXHIBIT B).

4.3.4 Prior to the District joining the Southern Illinois Junior High School Athletic Association (SIJHSAA), or any other similar organization, the District and the Freeburg Elementary Teachers Association (FETA) agree to negotiate coaches' stipends.

4.4 Mileage

The district shall pay all mileage if the employee is required to use his personal car for school-related business.

4.4.1 The rate shall be at the current IRS level. (2001)

4.5 Insurance

The Board agrees to pay insurance for each full-time employee under the following terms and conditions:

The Board will pay major medical and hospitalization at the highest coverage level (currently the "platinum" level) in full for each certified employee. Dental coverage, under the current "high" dental plan, will also be paid in full by the District for each employee who chooses to take the medical

coverage. Individuals will be responsible through payroll deduction for the remaining share of the plan coverage for their family, if applicable. Beginning on September 1, 2014, current employees will be locked into their choice between receiving health insurance and receiving cash equal to 75% of the individual medical insurance under the following conditions:

- After September 1, 2014, employees receiving health insurance will not be eligible to receive the cash option.
 - Employees may switch from receiving the cash option to receiving the insurance only.
 - New employees not previously covered under prior collective bargaining agreement hired for the 2014-2015 school year and beyond will not be eligible to receive the cash option.
 - Employees hired by the district between January 1, 1980 and January 1, 1989 shall retain the choice between receiving health insurance or 75% of the individual medical insurance consistent with the provisions of the employer's flexible benefits plan, Internal Revenue Service Section 125, and the applicable rules and regulations of the Teachers' Retirement System of Illinois.
 - Employees hired by the district prior to January 1, 1980 shall retain the choice between receiving health insurance or 100% of the individual medical insurance consistent with the provisions of the employer's flexible benefits plan, Internal Revenue Service Section 125, and the applicable rules and regulations of the Teachers' Retirement System of Illinois.
- 4.5.1 Any changes in the current medical and/or dental insurance coverage shall be made only after study and recommendation by a committee comprised of representatives from the Freeburg Elementary Teachers' Association and the Administration/Board.
- 4.5.2 The Board shall provide a \$10,000 life insurance policy for each certified employee.
- 4.5.3 Employees shall retain the right to continue group insurance coverage at the group rate in case of work stoppage or upon retirement provided they reimburse the board for any cost of benefits incurred.
- 4.5.4 Dismissed certificated employees shall retain insurance benefits, paid by the District, until the beginning of the following school term, at which time, they shall be eligible for COBRA; (i.e. an employee laid off in April will be paid through August.)
- 4.5.5 With prior notification to the superintendent, teachers may provide the District with a list of their personal property to be insured by the District. (1988)

4.6 Money for Continuing Education

The Board agrees to reimburse certified personnel tuition costs, not to exceed the per credit charge set by Southern Illinois University (Edwardsville). The pool amount shall be ten thousand dollars (\$10,000) for the 2023-2024 school year, twelve thousand dollars (\$12,000) for the 2024-2025 school year, fourteen thousand dollars (\$14,000) for the 2025-2026 school year, sixteen thousand dollars (\$16,000) for the 2026-2027 school year, and eighteen thousand dollars (\$18,000) for the 2027-2028 school year. Tuition reimbursement shall be limited to graduate courses in the field of education. No teacher shall be entitled to reimbursement for more than 15 semester hours per school year (fall-summer). In order to become eligible for reimbursement, the teacher shall file proof of courses completed (achieved grade of B, or better) and credits earned in the District office by October 1st of the following year. Coursework is eligible for tuition reimbursement so long as the coursework comes from an institution found on the Illinois State Board of Education directory (<https://www.isbe.net/doap>), the Missouri Department of

Elementary and Secondary Education Directory of Approved Institutions (<https://dese.mo.gov/educator-quality/educator-preparation/programs>), or is approved by the Superintendent.

Reimbursement shall be paid one time per school year, on October 15th for the previous school year to include fall, spring, and summer semesters. Reimbursement will be made with equal distribution of funds to eligible teachers. (1999).

4.7 Retirement

- 4.7.1 Board Paid Retirement – The Board agrees to pay in full the employees TRS and THIS Fund obligations directly to the Teacher Retirement System. The schedule provided to teachers will indicate salary with the paid retirement and THIS included. (2001)
- 4.7.2 The Board agrees to make a retirement payment to teachers in the amount not to exceed six percent (6%), including any regular salary increase and extra-curricular salaries, for each of the last four years of service to the district. In order to qualify for this benefit, teachers must make request for the payment by June 1 of the year of resignation. Teachers may opt for this benefit at any time during their last four years of service. To qualify for all four years of the benefit, the request would have to be made by June 1 of the school year three years prior to final retirement. This benefit will be afforded only to those teachers with at least 20 years of service to the District at the time the letter is submitted and who intend, and are eligible, to retire from the Teacher Retirement System and will not cause the District to incur any TRS Early Retirement Option (ERO) costs. A letter of resignation, effective the end of the school term, must accompany the request for payment. (1999) The amount shall be calculated based on the teacher’s salary during the year prior to notification, including extra-curricular salaries, according to the most recent Salary Schedule in effect as of the date the teacher submits his/her resignation. Such payments shall be included on the June 30 check. Once the teacher gives notice under this provision, in exchange for this retirement bonus, (s)he agrees to forego for the remainder of pre-retirement period (the time from submission of letter of resignation to retirement) any lane change on the salary schedule that would normally be due for completion of additional coursework. (For example, if a teacher gave notice of retirement on May 1, 2013, any lane changes due after that date would be foregone.) In the event a teacher gives notice of intent to retire under this contract but will retire under a future contract, the benefit in effect at the time the letter is submitted shall be awarded (i.e. the benefit vests at the time letter is submitted).
- 4.7.3 Both the Freeburg Elementary Teachers’ Association and the Freeburg C.C.S.D. No. 70 Board of Education agree to a “Hold Harmless” clause that enables either side to ask for 4.7.2 to be reopened for negotiations if the Teacher Retirement System, the Illinois General Assembly, or the Illinois State Board of Education passes or adopts rules, regulations, or laws that conflict with the intent of this section of the Collective Bargaining Agreement.
- 4.7.4 Penalties related to the 6% increase allowed during the years used to calculate retirement income will be avoided by controlling the extra-curricular assignments and stipends paid during the determining years, and by reducing the final incentive bump (June 30) to fit within the 6% allowed by statute.
- 4.7.5 Both the Freeburg Elementary Teachers’ Association and the Freeburg C.C.S.D. No 70 Board of Education agree to avoid in all circumstances any payment by the District of a Board-paid penalty or fee to TRS, or any Board or District liability to fund any portion of teacher’s TRS

annuity due to an increase in compensation from one year to the next. This section does not apply to teachers who are not eligible for TRS annuity (whether or not they apply) and could not under any circumstances become eligible for TRS annuity within five years of the end of the school year in which the compensation is earned. No teacher's creditable TRS earnings from employment in the School District, irrespective of form and no matter how arising and whether or not arising under this collective bargaining agreement, may exceed the amounts herein. No teacher's TRS creditable earning from employment in this School District, including but not limited to:

- * Vertical and horizontal salary schedule movement
- * Stipends
- * Salary increases
- * Retirement incentives
- * Extra duties
- * Changes in position or
- * Section 125 plan or flex plan benefits or contributions

shall increase from one school year to the next by more than six percent (6%) or be otherwise increased so as to create liability on the part of the Board or District for any portion of a teachers' retirement annuity, or result in any District or Board-paid penalty or fee to TRS. If the sum or percentage amount which triggers any obligation for the District or Board to pay additional amounts to cover all or part of a teacher's retirement annuity or cover any Board or District paid penalty or fee to TRS decreases, then the maximum of the teacher's creditable TRS earnings from employment in this School District shall similarly decrease so as to avoid any Board or District paid penalty or fee.

Even if another provision of this collective bargaining agreement would otherwise provide, in the event a teacher's TRS creditable earnings would increase by more than six percent (6%), or any such lesser amount that would trigger a District paid penalty or fee to TRS due to salary increase in any year over a prior year, the teacher shall receive only the maximum increase to TRS creditable compensation allowed under this provision.

- 4.7.6 Employees shall be paid up to a maximum of fifty (50) days for accrued sick leave in the District in excess of three hundred forty (340) days at the rate of \$50 per day. Sick leave days that are used for TRS service credit will not be compensated. This sick leave bonus shall be paid as post-retirement severance to the employee within fifteen (15) days after receipt of the employee's last paycheck and shall not be treated as creditable earnings under TRS guidelines.

ARTICLE V

LEAVES

5.0 Sick Leave

Each full-time tenured staff member shall be annually entitled to thirteen (13) days of sick leave each year without loss of pay. Full-time, non-tenured staff shall be entitled to ten (10) days of sick leave each year without loss of pay. Part-time employees covered by the contract shall be provided sick leave on a prorated basis consistent with their percentage of employment. Sick leave shall be limited to a maximum of 440 days. (2003)

5.0.1 One sick leave day may be used for purposes of bereavement at the discretion of the employee.

5.1 Personal Leave

Each certified employee shall be allowed to request up to four (4) Personal Leave Days per year at full pay. Those days may not be used the day before or after a school holiday or the first or last week of school without the permission of the Superintendent. Unless prohibited by emergency, the employee will give 24 hours notice of request for leave. Approval shall be granted on a first-come, first served basis. In addition, personal leave is limited to a maximum of two (2) teachers for the same day. Personal leave requests beyond those initial two (2) shall be subject to the sole discretion of the Superintendent. If the cause for request of leave is sensitive, specific reasons need not be given. These days if not used, shall be added to staff member's accumulated sick day total. (1999)

5.2 Uncompensated Leave

5.2.1 Leaves of absence may be granted without pay to tenured employees as determined by the Board.

5.2.2 Written request for leaves of absence without pay shall be made at least one month prior to the start of the leave. The employee shall give written notice of intent to return from leave by March 1 of the school year prior to return.

5.2.3 Uncompensated leaves may be granted for:

- Advance study
- Educationally related travel
- Military service
- Maternity/paternity/adoption
- Other reasons acceptable to the Board

5.2.4 Employees on approved leave will retain seniority.

5.2.5 Employees returning from an unpaid leave of absence shall be placed on the salary schedule at their prior position plus one year unless the employee worked more than one hundred (100) days in the school year in which the leave began, then the employee shall be credited with the step advancement.

5.2.6 Employees on uncompensated leave may continue insurance benefits if they reimburse the District for any cost of benefits for which they apply.

5.3 Association leave

The Association shall be allowed to use up to five (5) days of leave for Association-related business. This leave will be granted with the understanding the Association will pay the cost of the substitute teacher(s).

5.4 Uncompensated Sick Leave Absence

Any teacher who becomes ill or physically incapacitated and who has used all allowable sick leave shall be granted an uncompensated leave of absence for the duration of said school year. Arrangements for prorating the balance of pay due the teacher shall be made through the administration.

ARTICLE VI

GRIEVANCE PROCEDURE

6.0 Definitions

A grievance shall be any claim by the Association or teacher that there has been a violation, misinterpretation, or misapplication of this negotiation agreement. The written grievance shall state the article and section of this agreement that is alleged to have been violated.

6.0.1 All time limits consist of school days, except when a grievance is submitted fewer than ten (10) days, before the close of the current school term. Then, time limits shall consist of all weekdays. School days for the purpose of the grievance procedure shall mean teacher employment days.

6.1 Procedures

The parties hereto acknowledge it is usually most desirable for an employee and the employee's immediately involved administrator to resolve problems through free and informal communications. An attempt shall be made to resolve any grievance in informal, verbal discussion between complainant and his/her immediate supervisor. Then, if requested by the employee, an Association representative may accompany the employee to assist in the informal resolution of the grievance. If, however, the informal process fails to satisfy the employee or the Association, a grievance may be processed as follows:

6.1.1 Step 1 – The Assistant superintendent or Principal will arrange for a meeting to take place within ten (10) days after receipt of the grievance. The Association's representative, the grievant, and the Assistant Superintendent or Principal shall be present for the meeting. Within ten (10) days of the meeting, the grievant and the Association shall be provided with written response, including the reasons for the decision. A grievance must be submitted within fifteen (15) days of the date of the alleged violation. (2001)

6.1.2 Step 2 – If the grievance is not resolved at STEP 1, then the Association may refer the grievance to the Superintendent, or the Superintendent's official designee within ten (10) days after receipt of the STEP 1 answer. The Superintendent shall schedule the STEP 2 grievance meeting within ten (10) days of receipt of the referral from the Teachers' Association. The Superintendent, or

his/her designee, shall file and answer within ten (10) days of the STEP 2 grievance meeting and communicate it in writing to the Employee, the Assistant Superintendent or Principal, and the Association President. (2001)

6.1.3 Step 3 – If the grievance is not resolved at STEP 2, then the Association and the superintendent will refer the grievance to the board of education to be discussed at the next regular board meeting. Within ten (10) days of the meeting, the Grievant and Association shall be provided with a written response.

6.1.4 Step 4 – If the teacher or the Association is not satisfied with the disposition of the grievance at STEP 3, the Association may submit the grievance to final and binding arbitration under the Voluntary Labor Arbitration Rules of the American Arbitration Association which shall act as the administrator of the proceedings. If a demand for arbitration is not filed within thirty (30) days of the date of the STEP 3 answer, then the grievance shall be deemed withdrawn.

6.2 Authority of the Arbitrator

The authority of the arbitrator shall be limited to rendering a decision based upon the terms of this Agreement, and shall not include the authority to change or modify any of the terms or conditions thereof.

6.3 Filing of Materials

All records related to a grievance shall be filed separately from personnel files of the employee.

6.4 Association Participation (Employee Represented)

The Board acknowledges the right of the Association's grievance representative to participate in the processing of a grievance at any level, and no employee shall be required to discuss any grievance if the Association's representative is not present.

6.5 Association Participation (Employee Not Represented)

When the Association does not represent an employee, the Association shall reserve the right to have its representative present to state its views at STEPS 1, 2, or 3.

6.6 No Reprisals Clause

The Board or Administration shall take no reprisals against any employee because of the employer's participation in a grievance.

6.7 Grievance Withdrawal

A grievance may be withdrawn at any level without establishing precedent.

6.8 No Written Response

If no written decision has been rendered within the time limits indicated by a STEP, then the grievance may be processed to the next STEP.

6.9 Fees

The fees and expenses of the arbitrator shall be shared equally by both parties.

6.10 Interruption of Instructional Program

It is agreed any investigation or other handling or processing of any grievance by the Grievant or organization representatives shall be conducted with a minimum of interruption to the instructional program.

ARTICLE VII

NEGOTIATIONS PROCEDURE

7.0 Date to Begin

The parties shall commence bargaining for a successor agreement on a date mutually agreed upon by both parties, but no later than 90 days prior to the fall school term.

7.1 Authority of Negotiators

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 counterproposals, and to seek tentative agreements. Tentative agreements shall be reduced to writing and initialed and upon final agreement, the entire contract shall be submitted to the Association and the Board for ratification.

7.2 Impasse

It is agreed that the parties will jointly request the services of a mediator from the Federal Mediation and Conciliation Service (FMCS) if either party believes the services of a mediator would help the parties reach agreement.

ARTICLE VIII

EFFECT OF AGREEMENT

8.0 No Strike

The Association agrees that it shall not engage in any strike during the period of this agreement, except under the provisions of the Illinois Educational Labor Relations Act, Section 13.

8.1 Complete Understanding

During the negotiations which produced this agreement, the parties acknowledge that each enjoyed full and complete opportunity to introduce all matters to be bargained and that said matters were considered and reduced to the terms and conditions set forth herein, which represent the full and complete understanding between the parties. All issues between the parties are hereby resolved and the terms and conditions of this agreement shall not be changed for any reason, except by mutual written agreement of the parties. The Board reserves all right and powers established by law.

8.2 Term of Agreement

This agreement shall be effective on the FIRST DAY OF THE 2023-2024 SCHOOL YEAR and shall continue in effect through the last day prior to the 2027-2028 SCHOOL YEAR

In witness thereof:

**For the Freeburg Elementary
Teacher's Association IEA-NEA**

**For the Board of Education
Freeburg Community
Consolidated School District
No. 70**

President

President

FETA Member

Secretary

This Agreement is signed this 22nd day of August, 2022

Extra-Curricular Stipends (with all TRS and THIS included)

Position	2023-2024	2024-2025	2025-2026	2026-2027	2027-2028
Baseball	4748	4986	5235	5497	5771
Asst. Baseball	2000	2100	2205	2315	2431
Softball	4748	4986	5235	5497	5771
Asst. Softball	2000	2100	2205	2315	2431
Cheerleading	3531	3708	3893	4088	4292
Boys BKB - Head	5665	5948	6245	6558	6886
Boys BKB - Asst	4137	4344	4561	4789	5029
Girls BKB - Head	5665	5948	6245	6558	6886
Girls BKB - Asst	4137	4344	4561	4789	5029
Volleyball - Head	4505	4730	4966	5215	5475
Volleyball - Asst	3491	3666	3849	4042	4244
Boys Track	3567	3745	3932	4129	4336
Girls Track	3567	3745	3932	4129	4336
Asst. Track	1500	1575	1654	1736	1823
Boys Cross-Country	3567	3745	3932	4129	4336
Girls Cross-Country	3567	3745	3932	4129	4336
Student (Character) Council	2925	3072	3225	3386	3556
Scholar Bowl	2042	2144	2252	2364	2482
Chess	1031	1083	1137	1194	1253
Yearbook	1213	1273	1337	1404	1474
Athletic Director	3800	3990	4190	4399	4619
Ticket Seller	40	40	42	42	45
Timer	40	40	42	42	45
Scorekeeper	40	40	42	42	45
Crowd Supervision	60	60	65	65	70
After-School Tutoring/Internal Sub	36	36	36	36	36

Salary Schedule for 2023-2024								
Step	BA	BA + 8	BA + 16	BA + 24	MA	MA + 8	MA + 16	MA + 24
1	49,550	49,691	50,533	51,374	55,746	56,758	57,770	59,082
2	50,519	50,811	51,652	52,493	56,910	57,922	58,959	60,247
3	51,889	52,180	53,022	53,863	58,400	59,412	60,449	61,736
4	53,258	53,550	54,391	55,232	59,889	60,901	61,938	63,225
5	54,628	54,919	55,761	56,602	61,379	62,391	63,428	64,715
6	56,451	56,742	57,583	58,425	63,322	64,334	65,371	66,658
7	57,924	58,165	59,006	59,848	64,864	65,877	66,914	68,201
8	59,346	59,638	60,429	61,271	66,407	67,419	68,457	69,744
9	60,769	61,061	61,902	62,694	67,960	68,962	70,000	71,287
10	62,192	62,484	63,325	64,167	69,493	70,505	71,542	72,830
11	64,547	64,839	65,680	66,521	72,268	73,280	74,317	75,604
12	66,277	66,368	67,210	68,051	73,918	74,930	75,967	77,254
13	0	67,898	68,740	69,581	75,568	76,580	77,617	78,904
14	0	69,528	70,270	71,111	77,218	78,230	79,267	80,554
15	0	0	71,799	72,641	78,867	79,880	80,917	82,204
16	0	0	73,829	74,571	80,917	81,929	82,967	84,254
17	0	0	0	76,100	82,567	83,579	84,616	85,903
18	0	0	0	77,730	84,217	85,229	86,266	87,553
19	0	0	0	0	85,974	86,986	88,023	89,310
20	0	0	0	0	88,935	90,048	90,920	92,272

Salary Schedule for 2024-2025								
Step	BA	BA + 8	BA + 16	BA + 24	MA	MA + 8	MA + 16	MA + 24
1	51,750	51,891	52,733	53,574	57,946	58,958	59,970	61,282
2	52,719	53,011	53,852	54,693	59,110	60,122	61,159	62,447
3	54,089	54,380	55,222	56,063	60,600	61,612	62,649	63,936
4	55,458	55,750	56,591	57,432	62,089	63,101	64,138	65,425
5	56,828	57,119	57,961	58,802	63,579	64,591	65,628	66,915
6	58,651	58,942	59,783	60,625	65,522	66,534	67,571	68,858
7	60,124	60,365	61,206	62,048	67,064	68,077	69,114	70,401
8	61,546	61,838	62,629	63,471	68,607	69,619	70,657	71,944
9	62,969	63,261	64,102	64,894	70,160	71,162	72,200	73,487
10	64,392	64,684	65,525	66,367	71,693	72,705	73,742	75,030
11	67,147	67,439	68,280	69,121	74,868	75,880	76,917	78,204
12	68,877	68,968	69,810	70,651	76,518	77,530	78,567	79,854
13	0	70,498	71,340	72,181	78,168	79,180	80,217	81,504
14	0	72,128	72,870	73,711	79,818	80,830	81,867	83,154
15	0	0	74,399	75,241	81,467	82,480	83,517	84,804
16	0	0	76,429	77,171	83,517	84,529	85,567	86,854
17	0	0	0	78,700	85,167	86,179	87,216	88,503
18	0	0	0	80,330	86,817	87,829	88,866	90,153
19	0	0	0	0	88,574	89,586	90,623	91,910
20	0	0	0	0	91,535	92,648	93,520	94,872

Salary Schedule For 2025-2026								
STEP	BA	BA+8	BA+16	BA+24	MA	MA+8	MA+16	MA+24
1	52,150	52,291	53,133	53,974	58,346	59,358	60,370	61,682
2	53,119	53,411	54,252	55,093	59,510	60,522	61,559	62,847
3	54,489	54,780	55,622	56,463	61,000	62,012	63,049	64,336
4	55,858	56,150	56,991	57,832	62,489	63,501	64,538	65,825
5	57,228	57,519	58,361	59,202	63,979	64,991	66,028	67,315
6	59,551	59,842	60,683	61,525	66,422	67,434	68,471	69,758
7	61,024	61,265	62,106	62,948	67,964	68,977	70,014	71,301
8	62,446	62,738	63,529	64,371	69,507	70,519	71,557	72,844
9	63,869	64,161	65,002	65,794	71,060	72,062	73,100	74,387
10	65,292	65,584	66,425	67,267	72,593	73,605	74,642	75,930
11	68,547	68,839	69,680	70,521	76,268	77,280	78,317	79,604
12	70,277	70,368	71,210	72,051	77,918	78,930	79,967	81,254
13	0	71,898	72,740	73,581	79,568	80,580	81,617	82,904
14	0	73,528	74,270	75,111	81,218	82,230	83,267	84,554
15	0	0	75,799	76,641	82,867	83,880	84,917	86,204
16	0	0	78,329	79,071	85,417	86,429	87,467	88,754
17	0	0	0	80,600	87,067	88,079	89,116	90,403
18	0	0	0	82,230	88,717	89,729	90,766	92,053
19	0	0	0	0	90,474	91,486	92,523	93,810
20	0	0	0	0	93,435	94,548	95,420	96,772

Salary Schedule For 2026-2027								
STEP	BA	BA+8	BA+16	BA+24	MA	MA+8	MA+16	MA+24
1	54,150	54,291	55,133	55,974	60,346	61,358	62,370	63,682
2	55,119	55,411	56,252	57,093	61,510	62,522	63,559	64,847
3	56,489	56,780	57,622	58,463	63,000	64,012	65,049	66,336
4	57,858	58,150	58,991	59,832	64,489	65,501	66,538	67,825
5	59,228	59,519	60,361	61,202	65,979	66,991	68,028	69,315
6	61,551	61,842	62,683	63,525	68,422	69,434	70,471	71,758
7	63,024	63,265	64,106	64,948	69,964	70,977	72,014	73,301
8	64,446	64,738	65,529	66,371	71,507	72,519	73,557	74,844
9	65,869	66,161	67,002	67,794	73,060	74,062	75,100	76,387
10	67,292	67,584	68,425	69,267	74,593	75,605	76,642	77,930
11	70,547	70,839	71,680	72,521	78,268	79,280	80,317	81,604
12	72,277	72,368	73,210	74,051	79,918	80,930	81,967	83,254
13	0	73,898	74,740	75,581	81,568	82,580	83,617	84,904
14	0	75,528	76,270	77,111	83,218	84,230	85,267	86,554
15	0	0	77,799	78,641	84,867	85,880	86,917	88,204
16	0	0	80,329	81,071	87,417	88,429	89,467	90,754
17	0	0	0	82,600	89,067	90,079	91,116	92,403
18	0	0	0	84,230	90,717	91,729	92,766	94,053
19	0	0	0	0	92,474	93,486	94,523	95,810
20	0	0	0	0	95,435	96,548	97,420	98,772

Salary Schedule For 2027-2028								
STEP	BA	BA+8	BA+16	BA+24	MA	MA+8	MA+16	MA+24
1	55,350	55,491	56,333	57,174	61,546	62,558	63,570	64,882
2	56,319	56,611	57,452	58,293	62,710	63,722	64,759	66,047
3	57,689	57,980	58,822	59,663	64,200	65,212	66,249	67,536
4	59,058	59,350	60,191	61,032	65,689	66,701	67,738	69,025
5	60,428	60,719	61,561	62,402	67,179	68,191	69,228	70,515
6	62,751	63,042	63,883	64,725	69,622	70,634	71,671	72,958
7	64,224	64,465	65,306	66,148	71,164	72,177	73,214	74,501
8	65,646	65,938	66,729	67,571	72,707	73,719	74,757	76,044
9	67,069	67,361	68,202	68,994	74,260	75,262	76,300	77,587
10	68,492	68,784	69,625	70,467	75,793	76,805	77,842	79,130
11	72,047	72,339	73,180	74,021	79,768	80,780	81,817	83,104
12	73,777	73,868	74,710	75,551	81,418	82,430	83,467	84,754
13	0	75,398	76,240	77,081	83,068	84,080	85,117	86,404
14	0	77,028	77,770	78,611	84,718	85,730	86,767	88,054
15	0	0	79,299	80,141	86,367	87,380	88,417	89,704
16	0	0	81,829	82,571	88,917	89,929	90,967	92,254
17	0	0	0	84,100	90,567	91,579	92,616	93,903
18	0	0	0	85,730	92,217	93,229	94,266	95,553
19	0	0	0	0	93,974	94,986	96,023	97,310
20	0	0	0	0	96,935	98,048	98,920	100,272

APPENDIX A

Freeburg Community Consolidated School District #70 *Special Education Workload Plan*

In order to provide students with IEPs the free, appropriate education to which they are entitled, Freeburg C.C.S.D. #70 and the Freeburg Elementary Teachers' Association {FETA) hereby adopt this Workload Plan for Special Educators. This Plan is adopted pursuant to the regulations promulgated by the Illinois State Board of Education, 23 111.Admin. Code 226.735. The purpose of this workload plan is to review District special educator workload so that the District is providing students with IEPs the free, appropriate public education to which they are entitled and that all services required under student's IEPs are provided. The plan is meant to examine all areas affecting a special educator's workload and to provide a framework to meet the challenges associated with the ever-changing Individualized Education Plan (IEP) needs of students.

This Workload Plan shall take effect for the 2009-10 school year, and shall remain in effect unless and until the District and FETA amends or modifies the Plan. The Plan describes workload activities and the procedures to follow when special educators have specific responsibilities as part of this plan. Both administrators and special educators have specific responsibilities as part of this plan.

This Plan is based on an analysis of the activities for which the District's special educators are responsible, including, but not limited to: individualized instruction; consultative services and other collaboration among staff members; attendance at IEP meetings and other staff conferences; and paperwork and reporting. This Plan is intended to create a flexible framework for determining staff and service levels appropriate to provide FAPE to the special education students served by the District.

1. The District will ensure that a sufficient number of staff are available so that all services required under students' IEPs, as well as all needed ancillary and support services, can be provided at the requisite level of intensity.
2. The District will not exceed the class sizes established by the Illinois State Board of Education, pursuant to 23 111.Admin. Code 226.730. It is also hereby noted that

"class size" limits are distinct from the workload limits provided for in this Plan.

3. Each school year, the District and FETA will analyze and review the activities of its special educators to ensure that a sufficient number of staff are available so that all services required under students' IEPs, as well as all needed ancillary and support services, can be provided at the requisite level of intensity without excessive workload on the teachers. This review will take place by the final student attendance day of each school year for the next school year. During this review, this document may be reopened for negotiations, if either side so chooses.
4. Each semester, the case manager will review all of the students' IEPs on his or her caseload to ensure that all necessary staff, including regular educators, have received a copy of the IEP (including any accommodations or modifications required by the IEP). The case manager will also ensure that all related services are scheduled and any assistive technology or other necessary equipment is available and functional.
5. If a special educator has concerns about his/her workload, the following process will occur:
 - a. If a special educator feels their workload is not in compliance with this plan, the special educator shall submit a written summary of his/her concerns to the building administrator.
 - b. Within five school days, the building administrator will schedule a meeting with the special educator.
 - c. The special educator may be asked to provide the building administrator schedules: including service minutes, consultation time and other requirements regarding the workload issue.
 - d. The building administrator, after meeting with the concerned special educator, will develop written options and strategies to address the issues.
 - e. If the special educator believes their issues have not been addressed sufficiently, he or she may schedule a meeting with the Superintendent, involved parents, and a BASSC representative to discuss the issues.
6. At no time shall the caseload of a speech-language pathologist exceed sixty (60) students.

APPENDIX B

REDUCTION-IN-FORCE

MEMORANDUM OF UNDERSTANDING

The purpose of this Memorandum of Understanding is to address the issue of seniority tie-breakers for teachers within the Reduction-In-Force (hereafter “RIF”) sequence. Freeburg Community Consolidated School District No. 70 (hereafter “District”) and Freeburg Elementary Teachers Association (hereafter “Union”) agree to the following:

1. 105 ILCS 5/24-12 pertains to the Removal or Dismissal of Teachers in Contractual Continued Service. Removal or dismissal of Freeburg Community Consolidated School District No. 70 teachers in contractual continued service (i.e.: tenured teachers) shall be consistent with this statute.
2. 105 ILCS 5/24-12 provides that each school district must, in the event of dismissal or removal as a result of a decision of a school board to decrease the number of teachers employed by the board, a decision of a school board to discontinue some particular type of teaching service, or a reduction in the number of programs or positions in a special education joint agreement, establish a sequence of dismissal among teachers categorized by positions and groups.
3. Pursuant to 105 ILCS 5/24-12, teachers are placed into groupings based on their summative performance evaluation ratings. Values are assigned to each teacher’s ratings, which result in teachers being categorized into one of four groupings.
4. Grouping 1 shall consist of each teacher not in contractual continued service (i.e.: non-tenured) and who (i) has not received a performance evaluation rating, (ii) is employed for one school term or less to replace a teacher on leave, or (iii) is employed on a part-time basis.
5. Grouping 2 shall consist of each teacher with a Needs Improvement or Unsatisfactory performance evaluation rating on either of the teacher’s last two (2) performance evaluation ratings.
6. Grouping 3 shall consist of each teacher with a performance evaluation rating of at least Satisfactory or Proficient on both of the teacher’s last two (2) performance evaluation ratings, if two (2) ratings are available, or on the teacher’s last performance evaluation rating, if only one (1) rating is available, unless the teacher qualifies for placement in Grouping 4.
7. Grouping 4 shall consist of each teacher whose last two (2) performance evaluation ratings are Excellent and each teacher with two (2) Excellent performance evaluation ratings out of the teacher’s last three (3) performance evaluations ratings with a third rating of Satisfactory or Proficient.
8. Pursuant to 105 ILCS 5/24-12(b), among teachers qualified to hold a position, teachers must be dismissed in the order of their Groupings, with teachers in Grouping 1 dismissed first and teachers in Grouping 4 dismissed last.
9. In the event a reduction in force is necessary among teachers in Grouping 1, the parties agree that teachers in this Group will be dismissed at the discretion of the District.

10. In the event a reduction in force is necessary among teachers in Grouping 2, the sequence of dismissal must be based upon average performance evaluation ratings, with the teacher or teachers with the lowest average performance evaluation rating dismissed first. The teacher's average performance evaluation rating must be calculated using the average of the teacher's last two (2) performance ratings, if two (2) ratings are available, or the teacher's last performance evaluation rating, if only one (1) rating is available, using the following numerical values: 4 for Excellent; 3 for Proficient or Satisfactory; 2 for Needs Improvement; and 1 for Unsatisfactory. As between or among teachers in Grouping 2 with the same average performance evaluation, the teacher or teachers with the shorter length of continuous service with the school district must be dismissed first. Continuous service shall be measured as years of continuous unbroken service as a teacher with the District. If two (2) or more employees were hired as teachers at the same School Board meeting, a system of tie-breakers will be employed. The first tie-breaker will be to determine which teacher has the shorter length of continuous service with the school district as both a teacher and a paraprofessional employee. Continuous service as a paraprofessional will be determined by the Board-approved date of employment as a paraprofessional. (NOTE: For purposes of determining continuous service, the "Date Hired" column on the Certified Personnel Seniority List will not change so as not to cause confusion with TRS. Rather, a separate seniority list indicating any prior continuous service as a paraprofessional by currently certified teachers will be administered by the District and shared annually with the Union just as the Certified Personnel Seniority is shared). The teacher with the shorter continuous service, or no service, as a paraprofessional with the school district must be dismissed first. If a tie still exists, the second tie-breaker will be a lottery draw (i.e.: random drawing by placing the names of the teachers in a hat). The manner in which the random drawing will take place will be agreed upon by the Union and the District prior to the drawing. The District Superintendent, Union, and all teachers involved in the random drawing have the right to be present for the drawing.

11. In the event a reduction in force is necessary among teachers in Grouping 3 or 4, continuous service will control the order of dismissal, with the teacher or teachers with the least amount of continuous service dismissed first. Continuous service shall be measured as years of continuous unbroken service as a teacher with the District. If two (2) or more employees were hired as teachers at the same School Board meeting, a system of tie-breakers will be employed. The first tie-breaker will be to determine which teacher has the shorter length of continuous service with the school district as both a teacher and a paraprofessional employee. Continuous service as a paraprofessional will be determined by the Board-approved date of employment as a paraprofessional. (NOTE: For purposes of determining continuous service, the "Date Hired" column on the Certified Personnel Seniority List will not change so as not to cause confusion with TRS. Rather, a separate seniority list indicating any prior continuous service as a paraprofessional by currently certified teachers will be administered by the District and shared annually with the Union just as the Certified Personnel Seniority is shared). The teacher with the shorter continuous service, or no service, as a paraprofessional with the school district must be dismissed first. If a tie still exists, the second tie-breaker will be a lottery draw (i.e.: random drawing by placing the names of the teachers in a hat). The manner in which the random drawing will take place will be agreed upon by the Union and the District prior to the drawing. The District Superintendent, Union, and all teachers involved in the random drawing have the right to be present for the drawing.

12. Teachers who are subject to removal or dismissal shall receive notice by certified mail, return receipt requested, or personal delivery with receipt at least forty-five (45) days before the end of the school term, together with a statement of honorable dismissal and the reason.