

**COLLECTIVE BARGAINING AGREEMENT**

**BETWEEN**

**THE BOARD OF EDUCATION  
FRANKLIN COMMUNITY UNIT #1  
MORGAN COUNTY**

**AND**

**FRANKLIN-ALEXANDER  
CLASSROOM TEACHERS' ORGANIZATION LOCAL  
#4010  
IFT/AFT – AFL/CIO**

**FOR**

**2016-2017**

## **ARTICLE I:**

**1.1 The Board of Education of District #1, Morgan County, Franklin, Illinois, hereinafter referred to as the “Board”, hereby recognizes Franklin-Alexander Classroom Teachers’ Organization Local #4010, hereinafter referred to as the “Union”, as the sole bargaining agent for all regularly employed certified teaching personnel. Specifically excluded from the bargaining unit are supervisory, managerial, confidential, short-term employees, students, substitutes, the Superintendent, and Principals.**

**1.2 Part-time certified employees will be allowed a salary increase that is equal proportionally to the salary increase received by full-time certified employees when full-time certified employees receive salary increases. The part-time certified employee’s pay, sick leave and personal days will be prorated commensurate to the portion of full-time work.**

## **ARTICLE II: UNION RIGHTS**

### **2.1 Right to Specified Information**

**A. Upon request, the Board agrees to furnish the Union president a copy of the annual budget, annual audit, and annual financial statement as such documents become available for public inspection each year.**

**B. Upon request, the Board shall furnish the Union president a copy of the agenda for all regular Board of Education meetings, as each is made available to the public.**

**C. Within ten (10) days after the approval of the official Board of Education open meeting minutes, a copy of such minutes shall be given to the Union president upon request.**

**D. The Board shall charge the Union 10 cents per page per side for the costs of reproduction of materials in this section.**

**E. Each teacher shall have the right, upon request, to review the contents of said teacher’s personnel file maintained in the Unit Office and to place therein written reactions to any of its contents. The review shall take place during normal working hours of the central office. The Superintendent or**

his designee shall grant up to six (6) inspection requests per employee in a calendar year.

F. All records relating to a grievance shall be filed separately from the personnel files of the employees. All records pertaining to a grievance shall be treated as confidential and shall not be used regarding reemployment, promotion, assignment or transfer.

G. The Superintendent shall post notice of all certified vacancies on the bulletin board in the main lobby outside the central office. During the summer, such notice shall be sent with either the paycheck or deposit slip of each certified teacher or can be sent electronically to the teacher's school e-mail account.

H. Organization, re-organization and assignment of instructional responsibilities in all facets of curriculum is expressly reserved to the Board. Teachers shall be notified in writing of their tentative teaching assignments no later than July 1.

## **2.2 Use of School Equipment**

A. The Union shall be allowed reasonable use of school office equipment provided that such use does not interfere with school operations. The Union will notify the building administrator whenever such use exceeds 100 copies per month. The administrator will decide if this level can be exceeded. The administration can place additional restrictions on use of office equipment if it feels that this provision is being abused.

B. The Union may use a designated bulletin board in the teachers' lounge for the posting of official Union business notices.

C. An authorized local representative of the Union shall have the right to place official Union announcements in faculty mailboxes.

## **2.3 Use of School Buildings**

A. The teachers shall have the right to hold meetings in school buildings after they have cleared such usage with the Building Principal. The Board reserves the right to revoke this privilege at any time.

**B. Each teacher shall have keys to all facilities necessary to his/her teaching assignment, including keys to the building, assigned rooms, library and teachers' lounge. The Board reserves the right to revoke this privilege at any time.**

**2.4 No Reprisal**

**The Board and Administration agree that no reprisals shall be brought against any members of the Union for individual participation in these negotiations.**

**ARTICLE III: MANAGEMENT RIGHTS**

**3.1 It is expressly understood and agreed that all functions, rights, powers or authority of the administration of the School District and the Board of Education which are not specifically limited by the express language of this Agreement are retained by the Board provided, however, that no such right shall be exercised so as to violate any of the specific provisions of this Agreement.**

**ARTICLE IV: GRIEVANCE PROCEDURE**

**4.1 Definitions**

**A. A grievance shall be defined as a claim by a teacher that there has been a violation of the terms of this agreement.**

**B. All time limits shall consist of school days. When school is not in session, time limits shall consist of weekdays. For each grievance in progress from 2 weeks before school ends until 2 weeks after the school year starts (i.e. transitions and summer) the District may receive an automatic 5 day extension to any single step of the process. The District should notify the grievant and the Union of the extension electronically or in writing.**

**C. Nothing contained herein shall be construed as a limitation upon the right of individual teachers or a group of teachers to present grievances to their employer and have them adjusted without intervention of the Union as long as the adjustment is not inconsistent with the terms of this Agreement**

and the Union has been given the right to provide a response prior to final adjustment of the grievance(s).

**D.** The filing of a grievance shall in no way interfere with the right of the Board to proceed in carrying out its management responsibilities subject to final disposition of the grievance. In the event the alleged grievance involves an order, requirement, or other directive, the grievant shall fulfill or carry out such order, requirement or other directive, pending the final decision on the grievance.

- E.** A written grievance filed under this Article shall contain the following:
- a.** It shall be signed and dated by the grievant or grievants;
  - b.** It shall be specific;
  - c.** It shall contain a synopsis of the facts giving rise to the alleged violation;
  - d.** It shall be specific as to the Article, Section or Sub-sections of the contract alleged to have been violated;
  - e.** It shall contain the date of the alleged violation;
  - f.** It shall specify the relief requested.

If a teacher does not file a grievance in writing with his or her immediate supervisor within fourteen (14) days of the alleged occurrence of the event giving rise to the grievance, then the grievance shall be considered as waived and time barred.

The Board may raise the time bar as a defense at any step of the grievance procedure without having waived its right to rely on such time bar.

#### **4.2 Procedure**

The parties hereto acknowledge that it is usually most desirable for an employee and the immediately involved supervisor to resolve problems through free and informal communications. If, however, such informal processes fail to satisfy the employee, a formal grievance must be processed as follows:

**Step A.** The grievant shall present the grievance in writing to his or her immediate supervisor within fourteen (14) days of the occurrence of the event, giving rise to the grievance. The supervisor shall provide a written answer to the grievance within ten (10) days of the receipt of the grievance.

**Step B.** If the grievance is not resolved at Step A, the grievant may refer the grievance to the Superintendent or official designee within ten (10) days after the receipt of the Step A. answer. The Superintendent shall arrange for a meeting to take place within ten (10) days of his receipt of the appeal. Within ten (10) days of the meeting, the grievant shall be provided with the Superintendent's written response.

**Step C.** If the grievance is not resolved at Step B, the grievant may refer the grievance to the Board of Education within ten (10) days after the receipt of the Step B answer. The Board shall arrange to hear the grievance at the regularly scheduled meeting next following submission of the grievance to the Board level. A special meeting may be called if mutually agreed upon by both parties. Within ten (10) days of the meeting, the grievant shall be provided with the Board's written response.

**Step D.** If the Union and grievant are not satisfied with the disposition of the grievance at Step C or the time limits expire without the issuance of the Superintendent's written reply, the grievant 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 for the Step C answer, then the grievance shall be deemed withdrawn.

**A.** The arbitrator may interpret this agreement and apply it to the particular case submitted to him; but he shall, however, have no authority to add to, subtract from, or in any way modify the terms of this agreement; nor shall he have any authority to limit or change any policies, practices or rules, except as they involve an application of this agreement; nor shall he have any authority to formulate or add any policies, practices or rules, except as they involve an application of this agreement; nor shall he have any authority to formulate or add any new policies or rules; nor substitute his discretion for the Board's discretion in cases where the Board is given discretion by this Agreement.

**B.** Each party shall bear the full costs for its representation in the grievance procedure.

**C.** If either party requests a transcript of the proceedings, that party shall bear full costs for that transcript. If both parties order a transcript, the

costs of the two transcripts shall be divided equally between the Board and the Association.

D. Each party shall share equally the costs of the arbitrator and the AAA.

#### **4.3 General Clauses**

A. Failure of a teacher or group of teachers of the Union to act on any grievance within the prescribed time limits will bar any further appeal. An administrator's failure to give a decision within the time limits shall permit the grievant to proceed to the next step. Time limits may be extended by mutual consent.

B. Any investigation, handling or processing of any grievance by the grievant shall be conducted so that instructional programs and related work activities of the grievant or the teaching staff are not interrupted.

C. Step A of the grievance procedure may be bypassed and the grievance brought directly to Step B if mutually agreed upon by the employee, the Principal and the Superintendent.

D. If the parties mutually agree, class grievances involving one or more teachers and grievances involving an administrator above the building level may be initially filed by the Union at Step B.

E. The Board acknowledges the right of the teacher to have a local Union representative present, if the grievant requests one, at Step B and any Union representative, if the grievant requests one, present at Step C and Step D. In any case, the Union shall be provided with an opportunity to file a response before final adjustment of any grievance.

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

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

H. It is specifically and expressly understood and agreed that taking a grievance appeal to arbitration constitutes an election of remedies and a waiver of any and all rights by the appealing employee, the Union and all

persons it represents to litigate or otherwise contest the appealed subject matter in any court or other available forum. Likewise, litigation or other contest of the subject matter of the grievance in any court or other available forum shall constitute an election of remedies and a waiver of the right to arbitrate the matter.

## **ARTICLE V: EMPLOYEE DISCIPLINE**

**5.1** A teacher shall be entitled to have present a representative of the Union during any meeting in which the teacher is present which leads to disciplinary action.

Any formal written complaint against a teacher from anyone who is not an employee of the District, that is given directly to administrators of the District, shall be brought to the attention of said teacher as soon as possible, preferably within one school day.

**5.3** Faculty members shall not be disciplined in the presence of students.

Significant complaints about individual teachers, directed to an individual member of the School Board or the Administration, shall be relayed to said teacher by an Administrator in a timely manner.

## **ARTICLE VI: TEACHER EVALUATION**

**6.1** During the term of this contract either the Union or the Board may, upon reasonable written notice to the other Party, require that other Party to enter into good faith negotiations to modify the language of Article VI to conform with changes enacted by the General Assembly to the evaluation of certified employees which became effective after this contract was approved by both Parties.

**6.2** The evaluation instrument will not be changed without consultation with the Union. New teachers will be given copies of the evaluation instrument within 4 weeks of the beginning of the school year.



Upon any substantive change to the evaluation instrument, Teachers will be provided copies within 3 weeks of District approval.

**6.3** Results of the minimum number of Summative classroom observations shall be in writing, with a copy to be given to the teacher within ten (10) school days, and shall be preceded by an in-class observation of the teacher's performance which shall last for a minimum of thirty (30) minutes in length. This thirty (30) minute session may be lessened in length if in the evaluator's opinion he/she is called away to an emergency situation.

**6.5** The evaluator shall have a meeting with the teacher following the Summative classroom evaluation.

**6.6** The teacher shall have the right to submit an explanation or other written statement regarding any Summative written evaluation for inclusion in his/her personnel file.

**6.7** The Board retains the sole responsibility for the evaluation and assessment of each teacher, subject to the above procedural requirements. Accordingly, no grievance arising under this Article shall challenge the substantive objectives, standards or criteria determined by the evaluator or the Board; nor shall it contest the judgment of the evaluator or the content of the evaluation. Any grievances arising under this article shall be limited to a claim that the above listed procedures have been violated.

**6.8** Consulting Teachers

**A.** A "consulting teacher" is an "educational employee" as defined in the I.E.L.R.A. who:

- 1.** Has at least five (5) years teaching experience;
- 2.** Has a reasonable familiarity with the assignment of the teacher being evaluated;
- 3.** Has received either a superior or excellent rating on his/her most recent evaluation.

**B.** The Union may supply a roster of five (5) qualified teachers for selection by the district as a consulting teacher. In the event of a dispute as to qualification, the State Board of Education shall determine qualification. Where no teachers who meet the criteria set forth in section 6.8 (a), the

**district shall request from the State Board an individual who meets the criteria to participate as a consulting teacher.**

**6.9 The consulting teacher shall not be required by either party to testify in any “unsatisfactory” tenured teacher’s dismissal hearing.**

**6.10 Any remediation plan shall be approved and signed by a qualified evaluator before implementation of the plan.**

**6.11 Any tenured teacher who has received an unsatisfactory rating on an evaluation, may, if requested, have a Union representative present at any meeting or conference concerning the evaluation following the Summative post-conference.**

**6.12 This article deals with but a single method of teacher evaluation -- Summative Evaluations of classroom teaching performance.**

**7.1 Sick Leave**

**Teachers shall be entitled to thirteen (13) days sick leave per year. Unused sick leave shall accumulate to a maximum of 360 days, including the leave of the current year. This item is retroactive for current Franklin teachers to allow teachers to recoup sick days, which may have been lost when they exceeded the previous 210 day maximum.**

**Sick leave shall be interpreted to mean personal illness, quarantine at home or serious illness or death in the immediate family.**

**For the purpose of sick leave, “immediate family” shall include parents, spouse, brothers, sisters, children, grandparents, grandchildren, parents-in-law, sisters/brothers-in-law, legal guardians, aunts, uncles and sons/daughters-in-law. Sick leave may also be utilized to attend the funeral services for a deceased individual outside the definition of immediate family with the approval of an administrator.**

**The Superintendent and/or his designee shall monitor the use of employees’ sick leave. After the absence of three (3) days for personal illness, the employee may, at the Superintendent’s discretion, be required to furnish a physician’s certificate of treatment.**

**Excessive absenteeism or a recurring pattern of absenteeism under this clause shall be reviewed by the Superintendent and/or his designee. The Superintendent may, in his/her own discretion, request at any time a physician's statement from an employee suspected of abusing sick leave.**

**A faculty member who has utilized all their accumulated sick and personal time and is experiencing extenuating medical circumstances may request additional sick time from an employee contribution. Upon approval of the request, by the Superintendent, other faculty members may contribute one day of accumulated sick time to the requesting faculty member. Such donated days shall not be used until the requesting faculty member has had five (5) sequential unpaid sick days off. Only one such request shall be granted per circumstance.**

## **7.2 Personal Days**

**Teachers shall be allowed two (2) personal leave days per school year. Unused personal days shall accumulate as sick days.**

**The use of personal leave is subject to the following conditions:**

- A. The two days may be used for any purpose at the discretion of the teacher.**
- B. At least five (5) days prior written notice must be given to the principal.**
- C. No personal leave day may be taken immediately before or immediately after a holiday or any vacation period unless prior approval is granted by the Superintendent.**
- D. Personal leave days cannot be taken during the first week and the last week of the school year without special advance written permission of the Superintendent. The Superintendent retains the right to approve or disapprove such requests and his/her judgment is final.**
- E. All personal leave days granted must be taken in increments of at least one-half day at a time.**

**F. All personal leave days are subject to the availability of a substitute. The Superintendent or his/her designee shall be the sole judge of whether such substitutes are available.**

**G. No more than one certified staff may be granted personal leave from each building with a maximum of three in the District per day.**

**H. In the case of an emergency, the above listed conditions may be waived, at the sole discretion of the Superintendent.**

### **7.3 Unpaid Leave**

**Teachers shall be allowed three (3) unpaid leave days per school year. The three unpaid leave days are not allowed to accrue beyond the current school year.**

**The use of unpaid leave is subject to the following conditions:**

**A. The three days may be used for any purpose at the discretion of the teacher.**

**B. At least five (5) days prior written notice must be given to the principal.**

**C. No unpaid leave day may be taken immediately before or immediately after a holiday or any vacation period unless prior approval is granted by the Superintendent.**

**D. Unpaid leave days cannot be taken during the first week and the last week of the school year without special advance written permission of the Superintendent. The Superintendent retains the right to approve or disapprove such requests and his judgment is final.**

**E. All unpaid leave days granted must be taken in increments of at least one-half day at a time.**

**F. All unpaid leave days are subject to the availability of a substitute. The Superintendent or his designee shall be the sole judge of whether such substitutes are available.**

**G. No more than two (2) teachers may be granted unpaid leave on the same day.**

**H. In the case of an emergency, the above listed conditions may be waived, at the sole discretion of the Superintendent.**

#### **7.4 Jury Leave**

**Any teacher called for jury duty or subpoenaed to testify in a court of law during working hours shall suffer no loss in salary.**

#### **7.5 General Leave**

**1. Leaves of absence may be granted without pay to tenured teachers who have rendered satisfactory service to the District and who desire to return to employment in a similar capacity at a time, as defined below, consistent with the needs of the District.**

**2. Leaves of absence without pay for not more than one (1) year may be granted to tenured teachers according to the following conditions:**

**A. Written requests for leaves without pay should be made at least ninety (90) days before the leave is desired, subject to final approval by the Board. The ninety (90) day notice may be waived in time of emergency as determined by the Board.**

**B. Dates of departure, return and notification of intent to return shall be determined by the teacher and the Superintendent prior to initiating the request to the Board.**

**C. Leaves may be granted for:**

- 1. Advanced study leading to a degree in an approved university;**
- 2. Educationally related travel if the application provides an itinerary and an explanation of how such travel shall improve the educational program;**
- 3. Military Service;**
- 4. Maternity/child care leave;**
- 5. Other reasons acceptable to the Board which will improve the educational program in the District.**

**D. During an approved leave of absence, tenured teachers shall be continued on the district's health insurance plan for individual coverage and receive the monthly insurance benefit in Paragraph 8.2 of this agreement, on the condition that the employee pays the cost of his or her portion of the individual health premium by the 5<sup>th</sup> day of each month and the health insurance plan allows for such continued coverage under the law.**

**E. A teacher who is on leave of absence prior to February 1 of any school term shall notify the Superintendent by February 1 of his/her intention to return to work at the start of the next school term. The date of such notice for a teacher granted such a leave after February 1 of any school term shall be sixty (60) days before the start of the next school term.**

## **ARTICLE VIII: FRINGE BENEFITS**

### **8.1 Teacher Retirement**

**The Board will shelter out of each teacher's salary the required TRS and THIS employee contributions based upon the teacher's gross creditable earnings as specified by Teachers' Retirement system (TRS) and by Teacher's Health Insurance Security Fund (THIS). These employee contributions shall be made through payroll deduction at each pay period. As allowed by law, only the non-sheltered portion of the teacher's salary will be reported as taxable income.**

### **8.2 Insurance**

**A. The Board shall contribute up to four-hundred seventy dollars (470) per month for 2016-2017, or the full cost of single employee coverage, whichever is less toward insurance for each full-time permanent certified employee on the group health insurance plan; all others stay at one hundred dollars (\$100). Teachers under this program may have deducted from their paychecks an amount equal to the remainder of any premium necessary for individual or family coverage under this insurance program. Both employee and Board paid premiums will be tax sheltered. The union may provisionally select the insurance agent. The district may concur with the union choice or alternatively provide the union a choice of three qualified brokers from which to choose within 30 days. The union will then choose between those brokers.**

**B. Upon retirement from the school district, an employee shall be able to continue to participate in district insurance programs by timely payment of premiums to the district business office.**

**8.3 Duty-Free Lunch**

**Teachers shall have a duty-free lunch of no less than the students' lunch period or thirty (30) minutes, whichever is greater.**

**8.4 Pay Periods**

**Teachers will be paid 24 times per year on a twice a month basis.**

**8.5 Mileage Reimbursement**

**Employees who are required to use their personal vehicles in the course of their employment or otherwise use their vehicles in authorized service to the school district shall be reimbursed at the maximum allowable rate of forty-eight (48) cents per mile.**

**8.6 In-District Pay**

**The Board shall pay In-District Pay to faculty members who are assigned duties during his/her preparation period and/or if students are absorbed into the faculty member's classroom who are not on the faculty member's regular class roster. The intent of In-District Pay is not to provide additional compensation to faculty for special students returned to their regular classroom in the absence of a resource teacher.**

**In-District Pay shall be at the rate of eighteen dollars and seventy-five cents (\$18.75) per hour during a class period where the faculty member is eligible for In-District Pay in grades 6 – 12. In grades K – 5, In-District Pay shall be at the rate of thirteen dollars and twenty-five cents (\$13.25) per half-hour for coverage of P.E., Library and Music.**

**At no time shall the compensation of In-District Pay for full time faculty be less than the compensation of a substitute teacher for coverage of a class period.**

## **8.7 Tuition Reimbursement**

- 1. All teachers are eligible for tuition reimbursement. Teachers who have not yet earned contractual continued service (or tenure) will have their tuition reimbursement held in escrow until they earn tenure in this district.**
- 2. For each year of this agreement, the Board shall reimburse tuition cost of eligible teachers as provided in this section. The maximum reimbursement is one hundred and sixty-eight dollars (\$168) per college or university semester credit hour (or equivalent) up to a maximum of six hundred twenty-five dollars (\$625) every two years.**

**For the purposes of the above, the term of agreement refers to the summer preceding each respective year if such teacher's employment continues for such school year.**

## **ARTICLE IX: PROFESSIONAL APPEARANCE**

### **Expected Dress**

**Teachers are expected to dress "professionally" at all times, always appearing in a manner that is appropriate to the situation, that will invoke a positive impression from the community, that provides appropriate role modeling for students, that promotes a working and learning environment that is free from unnecessary disruption, and that is conducive to high student and staff performance. Teachers are expected to maintain proper grooming and personal cleanliness. Appropriate appearance and dress will be determined by the building administrator.**

## **ARTICLE XI: EXTRA-CURRICULAR**

**Assignment of extra-curricular activities shall be made by the Administration with Board approval.**

**11.2 Compensation for extra-curricular activities will be as per the following schedule.**

**11.3 Compensation for dances outside your sponsorship will be \$20.00 per dance and compensation for ticket taking at extra-curricular events will be at a rate**



of \$20.00 per event. Plus, one adult supervisor will be paid \$25.00 each time he/she supervises the concession stand. Such opportunities will be offered to teachers as they come available and then may be offered to other groups.

**11.4 Compensation of \$80.00 for a non- coach or sponsor to help with supervision of an extra-curricular overnight activity as needed.**

<b>EXTRA-CURRICULAR STIPENDS SCHEDULE</b>	
<b>Coach Stipends</b>	
<b><u>High School</u></b>	
<b>2016-2017</b>	
<b><u>Head Coaches</u></b>	
Athletic Director	3248
Boys Basketball	4021
Volleyball	3402
Cross Country	2475
<b><u>Assistant Coaches</u></b>	
Boys' Basketball	2320
Volleyball	1702
<b><u>Junior High</u></b>	
<b><u>Head Coaches</u></b>	
Boys' Basketball	2320
Volleyball	1856
Cross Country	1315
Softball	1315
<b><u>Assistant Coaches</u></b>	
Boys Basketball	1778
Volleyball	928

<b><u>Sponsor Stipends</u></b>	
<b><u>High School</u></b>	
<b>2016-2017</b>	
Cheerleading	1415
Drama Club	298
Speech Team	857
Play – Musical	1041
Science Club	315
Yearbook	1415
Freshman Class	596
Sophomore Class	669
Junior Class (A)	597
Junior Class (B)	597
Senior Class	820
National Honor Society	386
Scholastic Bowl	1787
Student Council	849
SADD	596
Varsity Club	156
Spanish Club	315
S.T.E.P.	560
Chess Club	840
Flashes Pride	367
Field Day	350
<b>Junior High</b>	
Cheerleading	1006
Scholastic Bowl	1117
Speech Team	298
Flashes Pride	367

**The employee serving as the Athletic Director will receive one class period for such duties.**

The employee serving as the Dean of Students will receive one class period for such duties.

**2016-2017 SALARY**

The following salary schedule includes base pay and TRS. College hour, extracurricular assignment and extended contract pay will be added to the salary schedule below. The total salary will be subject to all mandated and approved deductions (taxes, TRS, annuities, insurance, Medicare, etc.). (TRS and insurance will be tax sheltered from the salaries.)

**COLLEGE HOURS PAY**

HOURS	RATE
BA	1 - 32 \$42.00/HR
MA	1 - 32 \$52.00/HR

Newly hired teachers with more than 7 years' experience will start at step 7 plus one step for each two additional years of experience up to step 14 (i.e. to get to step 14 a newly hired teacher would need 21 years of experience). If such a teacher previously taught at Franklin they will start at one step above their previous level or the level specified by the above rule, whichever is higher.

	BA	MA				
Step	2016-2017	2016-2017				
0	33,350	34,500				
1	34,100	35,276				
2	34,933	35,949				
3	35,624	36,663				
4	36,237	37,510				
5	37,415	38,729				
6	38,349	39,705				
7	39,351	40,863				
8	40,471	41,824				
9	41,589	43,101				
10	42,037	43,456				
11	42,490	43,973				

12	42,908	44,588				
13	43,356	45,263				
14	43,772	45,599				
15	44,249	46,325				
16	44,825	46,682				
17	45,347	47,307				
18	46,326	48,196				
19	47,129	48,999				
20	47,594	49,664				
21	48,794	50,971				
22	49,970	52,431				
23	50,730	53,034				
24	50,961	53,746				
25	51,188	54,297				
26	51,237	54,964				
27	51,467	55,358				
28	51,651	55,915				
29	51,974	56,468				
30	52,343	57,021				
31	53,745	57,732				
32	54,703	58,336				
33	55,888	59,382				
34	56,848	59,881				
35	58,094					
36	58,770					
37	60,086					
38	61,058					
39	61,883					
40	63,401					

**ARTICLE XII: RETIREMENT INCENTIVE**

**The following retirement incentive is payable only to teachers who have made contributions to TRS on or before December 31, 2010.**

**An employee tendering an irrevocable letter of resignation in conformance with the following conditions shall be eligible for a retirement incentive in up to each of his or her final four 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 Franklin School District by the intended date of retirement.**
- 2) The teacher shall be at least sixty (60) years of age on or before the end 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 causing the District to have to pay a penalty or other monies constituting a surcharge to the Teachers' Retirement System.**

**The teacher shall have tendered to the Board a binding, irrevocable resignation, unless otherwise agreed to by the Board, as an application for the award. The teacher's notice may be given up to four (4) years prior to retirement or by September 1st of the year up to and including the school year of retirement. The pre-retirement period may be from one (1) to four (4) years in length depending upon the date the letter of resignation is received by the Board and the specified date of retirement.**

**In exchange for the teacher's resignation, the teacher's total salary will be increased by six percent (6%) TRS creditable earnings over the prior year of employment. For purposes of this provision, total salary shall be defined as all earnings of whatsoever kind or nature a teacher is paid by a school district which TRS credits as earned toward a TRS retirement annuity.**

**Notwithstanding any other provision in this agreement, no teacher, who is within 10 years of first becoming eligible to receive a retirement annuity under TRS rules and regulations, shall either receive and / or be paid by the school district an increase in creditable earnings that would constitute an increase of more than 6% per annum in the TRS creditable earnings the teacher earned in the immediately preceding fiscal year. "Creditable earnings" includes all earnings of whatsoever kind or nature a teacher is paid by a school district which TRS credits as earned toward a TRS retirement annuity for the teacher under the applicable TRS rules and regulations. Any creditable earnings that exceed this 6% cap on increases from fiscal year to year shall be considered waived and not due and owing to any such teacher within this 10-year period. Except the full pay shall be made even if the increase is above 6% if the excess earnings above six percent are 1) because of a change from part-time to full-time, provided the rate does not increase more than six percent (6%); or because of a full-time teacher teaching summer school; or because the full-time teacher was assigned educationally necessary overload work; or because the teacher received a promotion to an already existing position for**

**which he or she was required to hold a certificate or supervisory endorsement different from an endorsement the teacher held in his or her previous position; or because the teacher perceived additional remuneration from the state of Illinois or the ISBE or which the employer does not have control.**

**The District may, in its sole discretion, limit the number of teachers who retire under this plan in any year to five (5). In the event of any limitation in the program, the first five teachers who apply shall have the participation option. The District and the teacher agree to execute a Retirement Award Agreement that governs the payment of the retirement award.**

**Examples:**

**A teacher applies for the award one year before retirement. The teacher's total salary for the 2007-2008 was \$40,000. The teacher's final year total salary will be \$42,400 ( $\$40,000 \times 1.06 = \$42,400$ ).**

**A teacher applies for the award three years before retirement. The teacher's total salary for the 2007-2008 school year was \$40,000. The teacher's first year total salary will be \$42,400 ( $\$40,000 \times 1.06 = \$42,400$ ). The teacher's second year total salary will be \$44,944 ( $\$42,400 \times 1.06 = \$44,944$ ). The teacher's final year total salary will be \$47,640 ( $\$44,944 \times 1.06 = \$47,640$ ).**

**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 three years before retirement. The teacher's total salary for the 2007-2008 school year was \$40,000. The teacher's first year total salary will be \$42,400 ( $\$40,000 \times 1.06 = \$42,400$ ). The teacher's second year total salary will be \$44,944 ( $\$42,400 \times 1.06 = \$44,944$ ). 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. The teacher's final year total salary will be \$45,520 ( $\$44,944 - \$2,000 \times 1.06 = \$45,520$ ).**

Once an irrevocable letter of retirement is submitted, the employee will not be assigned any additional extra duties or TRS reportable duties not currently being performed without the consent of the employee.

If a teacher fails to complete the pre-retirement period, leaves the District prior to the designated retirement date, revokes their resignation, or otherwise retires under the statutory Early Retirement Option causing the District to have to pay a penalty or other monies constituting a surcharge to the Teachers' Retirement System, 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 Teacher, including tax and retirement withholdings. Upon complete reimbursement, the teacher shall be entitled to any general wage increase, which would have been applicable during the pre-retirement period.

In the event TRS modifies its rules and regulations in effect on July 1, 2007, regarding the obligation of the school district to pay an additional employee contribution to TRS for exceeding this 6% creditable earnings limitation during the employee's retirement eligible period, then the parties agree to promptly commence good faith collective bargaining as may be required consistent with such modification.

### **ARTICLE XIII: EFFECT OF AGREEMENT**

#### **13.1 No Strike**

During the term of this agreement, no Union member covered by this agreement nor any person acting in official capacity of the Union shall directly or indirectly engage in, assist or encourage a strike, alleged slowdown or any refusal to render full and complete service to the Board consistent with terms of this agreement.

#### **13.2 Savings Clause**

Should any specific article, section or clause of this Agreement be declared illegal by a court of competent jurisdiction, then that 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 for the duration of this Agreement.

### **13.3 Complete Understanding**

**The terms 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.**

**The Union agrees that all negotiable items have been discussed during negotiations leading to this Agreement. The operation of schools and the direction of staff are vested exclusively in the School Board.**

### **13.4 Expiration of Contract**

**Upon expiration of this contract and during any contract hiatus periods thereafter, payment of any annual salary step increments of any kind whatsoever will cease and further years of service or additional educational credits will not warrant or result in salary increases nor will they warrant or result in advancement on the salary schedule contained in this contract. The Board and Union agree that any increase to the above said salary schedule shall be subject to negotiation of future contracts**

### **13.5 Terms of Agreement**

**This Agreement shall be effective August 15, 2016 and shall continue in effect through August 14, 2017. This effects the pay periods of September 2016 through August 2017.**



**This Agreement is signed this 27th day of July, 2016.**

**In witness thereof:**

**For the FACTO LOCAL #4010 IFT/AFT - AFL/CIO**

\_\_\_\_\_  
**President**

\_\_\_\_\_  
**Secretary**

**For the BOARD OF EDUCATION FRANKLIN C.U.S.D. #1**

\_\_\_\_\_  
**President**

\_\_\_\_\_  
**Secretary**

