

AGREEMENT

BETWEEN THE

BOARD OF TRUSTEES

ILLINOIS MATHEMATICS AND SCIENCE ACADEMY

AND THE

IMSA COUNCIL

AMERICAN FEDERATION OF TEACHERS

LOCAL 604

AFT/IFT, AFL-CIO

FOR THE SCHOOL YEARS

2020-2023

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ARTICLE I

RECOGNITION

- 1.1 The Board of Trustees of the Illinois Mathematics and Science Academy (IMSA), Kane County, Illinois, hereinafter referred to as the “Board”, hereby recognizes the IMSA Council, AFT Local 604, IFT/AFT, hereinafter referred to as the “Council”, as the exclusive bargaining agent for all persons employed full-time and part-time by Illinois Mathematics and Science Academy in the following job titles or classifications: Teacher; Lab Manager; Instructional Program Assistant; College and Academic Counselor; Academic Support Specialist; Learning Strategies Coordinator; Librarian.

EXCLUDED: All other employees of the IMSA including confidential, managerial, and supervisory employees (as defined by the Illinois Educational Labor Relations Act), including, but which also includes but is not limited to, the President, principals, and other administrative personnel; and substitute teachers.

- 1.2 The term “employee” when used herein will refer to those employees represented by the Council in the bargaining unit as defined in 1.1.
- 1.3 No employee will be required to join any local, state or national Teachers’ Council in order to receive negotiated benefits or as a condition of employment.
- 1.4 No employee will be favored or discriminated against by the Council or the Board with regard to negotiated benefits, extra duties, staff assignments or membership on school committees on the basis of membership or non-membership in the Council.

ARTICLE II

COUNCIL-BOARD RELATIONS

2.1 School Facilities and Equipment

The Council will be able to hold meetings for members on Academy property upon approval of the Administration. The Council will be allowed reasonable use of office machinery and other school equipment. The Council will be allowed reasonable use of bulletin boards and employee mailboxes in each building. When equipment is available, members may use equipment to work on Council business during duty free time. However, the utilization of school equipment will not impede or impair the regular operations of the schools, and first priority for equipment used shall be the needs of the administration and the instructional program. The Council will be allowed time to meet up to one (1) hour during one of the first non-student attendance day(s) of the school year. The Council will be afforded the opportunity for Union meetings scheduled immediately after Faculty Meetings.

2.2 Board Information

The Council will also be supplied within twelve (12) calendar days of hire, the following information on all newly hired employees within the bargaining unit: Name, Position, Address, and, if on file, the Personal Email and Phone Number.

2.3 Board of Trustee Meetings

If the Council wishes to be placed on the Agenda for a Board meeting, this request will be made to the President of IMSA in writing and will state the specific reasons for such request. The request must be made six (6) calendar days prior to the Board meeting in question.

2.4 Dues Deduction

The Board will deduct from the regular paycheck for ten (10) months of each employee from whom it receives written authorization to do so, the required amount of Council dues. An electronic list of bargaining unit employees, including those from whom dues have been deducted and the amount deducted from each, will be forwarded to the Council treasurer no later than twelve (12) calendar days after such deductions were made. The dues will be sent via check to AFT Local 604 no later than twelve (12) calendar days after such deductions were made. Deductions will continue unless and until the authorization is withdrawn by the union by written notification to the President of the Academy.

2.5 Labor Management Meetings

A. Principal/ Union meeting

Representatives from administration and the council will meet relating to the implementation of this Contract as well as matters of mutual concern; the parties will not be required to meet more than one (1) time per calendar month, and as needed during June, July, and August. Either party may suggest agenda items up to twenty-four (24) hours prior to the meeting. Topics are not limited except for grievances already filed.

B. President of IMSA/ Union meeting

The President of IMSA and designees will meet with the President of the Union and representatives, relating to the implementation of this Contract as well as matters of mutual concern; the parties will not be required to meet more than one (1) time per calendar month, and as needed during June, July, and August. Either party may suggest agenda items up to twenty-four (24) hours prior to the meeting. Topics are not limited except for grievances already filed.

ARTICLE III

EMPLOYEE RIGHTS

3.1 Personnel File Review

- A. The official personnel file for each employee shall be kept in the Human Resources Office. Temporary reference files for each employee may be kept in the offices of the supervisors.

3.2 Discipline & Discharge Dismissal

- A. The Board agrees with the theory of corrective discipline. Discipline of an employee covered by this Agreement will include the following:
1. A conference with the employee by the appropriate administrator on the decision;
 2. In the event of a suspension or dismissal, a written statement of the reason(s) for the action shall be given to the employee and a review of the employee's personnel file with the employee and a representative if the employee so chooses;
 3. The Academy reserves the right to combine or skip steps depending on the facts of each situation and the nature of the behavior or performance issue. The level of disciplinary intervention may also vary. Factors that will be considered include, but are not limited to, whether the offense is repeated despite coaching, counseling or training, the employee's work performance, and the impact the conduct and performance issues have on the organization

Discipline may take the following steps:

1. Verbal Warning; Counseling: This is the opportunity to raise awareness that there is a problem that needs to be corrected. The employee's supervisor will discuss the area of concern with the employee and outline a program of improvement or corrective action. The supervisor is expected to clearly describe expectations and steps the employee must take to improve performance or resolve the problem. Within five (5) business days of this conversation, the supervisor shall document the verbal counseling in a memo. The employee will be asked to sign this memo to confirm understanding of the concerns and the necessary corrections. The supervisor shall retain the original and a copy shall be given to the employee.

2. **Written Warning; Reprimand:** The Academy hopes that issues raised in step one will be promptly corrected. However, in the event that does not occur, this step is more formal documentation of problem behavior and/or performance issues. The employee's supervisor will identify prior, related, verbal warnings/counselings, if any, and address the areas of concern in writing, identifying the employee's failure to comply with any prior required corrective action. This formal, written warning shall include a) the corrective action and sustained performance and/or behavior improvements that must be made; and b) notice that the employee may be subject to additional discipline up to and including termination if immediate and sustained corrective action is not taken. The employee will be asked to sign this written warning to confirm understanding of the concerns. The supervisor shall provide a copy of the written warning to the employee, retain a copy and forward the original to Human Resources for retention in the employee's personnel file.

3. **Unpaid Suspension:** There may be performance, conduct or safety incidents so persistent and problematic, or so egregious, that the most effective action may be the temporary removal of the employee from the workplace. Supervisors may recommend an unpaid suspension as a disciplinary tool but such suspensions require the written approval of the President or President's designee. The employee may be suspended without pay in full-day increments consistent with federal, state and local wage-and-hour employment laws. Non-exempt employees may not substitute or use an accrued paid vacation or sick day in lieu of the unpaid suspension. Due to Fair Labor Standards Act (FLSA) compliance issues, unpaid suspension of exempt employees is reserved for the most egregious workplace safety or conduct issues. HR will provide guidance so that the discipline is administered without jeopardizing the FLSA exemption status.

4. **Final Written Warning:** If an employee fails to respond to prior efforts to correct performance and/or behavior, the Academy may place the employee on a "Final Written Warning" for a period from one to three months (the "Final Warning Period"). This is, in effect, the final, written warning prior to termination. The supervisor shall document the behavior and/or performance problems and required corrective actions and performance expectations in the "Final Written Warning", which shall be signed by the employee and the President or President's designee. Employees who fail to substantially comply with the terms of the Final Written Warning normally will be terminated at the end of the Final Warning Period. However, if the Academy determines that the employee is not substantially adhering to the terms and conditions of the Final Written Warning, the employee may be terminated immediately.

5. **Involuntary Termination:** In the event that the Academy determines that an acceptable resolution to the employee's performance problems cannot be achieved, or if events warrant it (e.g. misconduct or continued poor performance), the Academy may terminate the individual's employment. Furthermore, employees may be terminated without prior notice or disciplinary action. Management's recommendation to terminate an employee must be approved by the President of the Academy or designee.

Paid Suspension: When immediate action is necessary to protect the safety of the employee or others, and/or in the event that an investigation of an employee's actions or behavior is required, and the employee's continued presence in their position would not be in the Academy's best interests to protect the integrity of the investigation, the Academy may suspend the individual's employment until completion of the investigation, at which time additional disciplinary action may be taken. During such suspension, the employee will continue to be paid, but is not allowed to be present at the Academy or any Academy-sponsored or related events, nor perform any Academy work. Security shall collect the employee's keys, fob and identification badge if possible. If not possible, Security shall, minimally, revoke the employee's electronic fob access. Paid suspensions require the written approval of the President or President's designee.

- B. When an employee is notified of their discipline or of their dismissal, they may make a written request to meet with the Chief People, Equity, and Culture Officer or designee to review the decision. Such requests must be filed within ten (10) calendar days of receiving such notice. The meeting will be held as promptly as possible, but in no case will it be delayed more than fifteen (15) calendar days after receiving the written request. The employee will have the right to a Union Representative at such meeting and will have the right to present arguments and witnesses on their behalf. Recommendations to the President by the Chief People, Equity, and Culture Officer or designee, if any, shall be communicated to the Council President and the employee in writing.

ARTICLE IV

GRIEVANCE PROCEDURE

4.1 Definition

- A. A grievance is an alleged violation of any provision of this Agreement.
- B. All time limits consist of calendar days, except when a grievance is submitted less than ten (10) calendar days before the close of the current school term. At that time, limits will consist of all weekdays so that the matters may be resolved before the close of the school term or as soon thereafter as possible. Days for the purpose of the grievance procedure will mean teacher attendance days.

4.2 Every employee will have the right to present grievances in accordance with these procedures. Nothing contained in this article or elsewhere in the Agreement will be construed to prevent any individual employee from discussing a problem with the Administration and having it adjusted without intervention or representation by the Council. If the Council representative was not present at the adjustment of the complaint, the Administration shall inform the Council President of the adjustment.

4.3 Failure of any employee or the Council to act on a grievance within the prescribed time limits will act as a bar to further appeal and an administrator's failure to give a decision within the prescribed time limits will permit the grievant to proceed to the next step. The time limits, however, may be extended by written mutual consent.

4.4 Hearings and meetings held under this procedure will be conducted by mutual agreement at a time and place which will afford a fair and reasonable opportunity for all persons, including witnesses entitled to be present, to attend. When such hearings and meetings are during school hours, employees whose presence is required will be excused for that purpose, without loss of pay.

4.5 The Council agrees to take no reprisals against any persons because of their participation or refusal to participate in the grievance process. A grievance may be withdrawn at any level without reprisal against the grievant.

4.6 Procedure Steps

Step 1. The parties acknowledge that it is desirable for the employee and his/her/their immediate supervisor to resolve problems through free and informal communications.

Step 2. If such informal processes fail to satisfy the employee, a grievance may be filed. A grievance must be filed within ten (10) days of the occurrence of the event and/or when the Council and/or the aggrieved employee becomes aware or should have become aware of the event, which initiated the grievance but in no event more than thirty (30) days from the occurrence of the event. Failure to do so constitutes a waiver of the right to file a grievance for that particular occurrence. The employee will present the grievance in writing to the Principal, who will arrange for a meeting to take place within ten (10) days after receipt of the grievance. The Principal will provide a written answer of the grievance to the aggrieved employee and the Council within ten (10) days after the meeting.

Step 3. If the grievance is not resolved in Step #2, the aggrieved employee may appeal the grievance to the President of IMSA or designee within five (5) days after receipt of the Step #2 answer or five (5) calendar days after the Step #2 answer was due. The President of IMSA or will arrange for a meeting to take place within ten (10) school calendar days after receipt of the appeal. After the meeting, the President or designee will have ten (10) days to provide a written decision with reasons to the grievant and the Council.

Step 4. If the grievance is not resolved at Step 3, the grievance may be submitted by the Council to binding arbitration within fifteen (15) days after receipt of the President's decision at Step 3. The parties will attempt to agree upon an arbitrator within ten (10) days after receipt of the notice of referral to arbitration. In the event the parties are unable to agree upon an arbitrator within the ten (10) day period, the parties will request an arbitrator from the American Arbitration Association. The selection of the arbitrator will follow the voluntary labor arbitrator selection procedures set forth by the American Arbitration Association. The arbitrator will consider and decide only the specific issues raised in the written grievance and the replies thereto and will have no authority to make any decision or recommendation on any other issue not so raised. The arbitrator's decision will be based solely upon interpretation of the meaning or application of the specific terms of this Agreement in light of the facts presented. The fees of the arbitrator will be split between the Council and the Board. All other costs will be borne by the party incurring the cost unless otherwise mutually agreed.

4.7 Representation

The Council has the right to assist a grievant at any level of the grievance procedure if it obtains the consent of the grievant.

ARTICLE V

EVALUATION

Teacher Growth, Peer Feedback, Reflection, and Annual Evaluation

For 2021-2022 CADRE is the status quo ante that governs first and second year new teacher-induction, in a good faith effort the parties will implement the following:

5.1 Growth and Development

This proposal demonstrates the Academy's and the Council's joint commitment to both faculty and students.

We commit to the ongoing growth and development of IMSA faculty to achieve the mission of IMSA for every student. IMSA teachers guide students along a learning continuum and encourage student capacity to generate and use knowledge to advance the human condition. Supervisors and peers will provide ongoing, timely, and meaningful feedback to expand and to deepen each faculty member's professional practice.

We commit to the ongoing growth of IMSA as a forward-looking laboratory to support future capabilities of our students. Therefore, we will collaborate where appropriate to continue to create new and innovative conditions and practices for teaching.

5.2 Joint Committee

A joint committee of administrators and bargaining unit members will work together to implement and oversee a process (currently CADRE) that promotes the professional growth, inclusive of a formal evaluation system, of all teachers.

The focus of this joint committee will be to create and maintain a formal process whereby teachers reflect upon and analyze equitable instructional practices for students, provide peer feedback and guidance to improve teachers' culturally responsive practice, and develop professional growth plans that integrate individual and organizational goals.

This joint committee will be composed of no more than four bargaining unit members, including the union President, selected by the union and up to an equal number of administrators, including the President of IMSA or his designee, in his sole discretion, selected by the administration. The basis of professional relationships between the IMSA Council and administrators will be one of common courtesy and mutual respect at all times.

The meeting times may be held as follows by mutual consent; outside the school day; and during the school day when committee members do not have student responsibilities, if required, for the teachers on the committee.

5.3 Additional Committee Charges

A. Using the CADRE document, as well as research based evaluative materials, tools, and resources to review and improve on the annual evaluation process.

B. The committee shall develop a new evaluation tool to be piloted at the beginning of the 2023-2024 school year, with both committee members as well as new hires (those not on "continuing contract").

C. The product of the committee work will be memorialized within the CBA through a Memorandum of Understanding.

TA - final draft review

ARTICLE VI

Working Conditions

6.1 Academic Freedom

The Board recognizes the opportunity for teachers to choose instructional materials and engage in appropriate intellectual discussion in the learning experience. However, that freedom carries with it responsibility that is determined by the basic ideals, goals, and components of the IMSA community as they are expressed in the mission, beliefs, goals and Equity and Excellence Policy of the Academy. Within those boundaries, teachers will create and maintain an atmosphere of open-mindedness and tolerance to discuss and express views concerning any issue, but will make certain that full and fair consideration is given to the subject, and that facts are carefully examined. The ultimate goal is to foster critical thinking and social justice.

6.2 Employee Work Year and Academic Calendar

A. The ten-month employee work year is currently 185 work days made up of 178 student attendance days and 7 additional work days. Should the number of student attendance days increase, the employee work year will increase by the same amount with an increase in pay proportionate to the employee's salary. Of the 7 additional work days, at least 2 days at the beginning of the academic calendar before student attendance days commence will be reserved for teacher planning directed by the Principals' Office. Management reserves the right to utilize student attendance days for other purposes (by way of example, and not limitation, Academy-Wide health and safety training).

B. One (1) day will be reserved in October for writing letters of recommendation for students. Teachers may work off campus on this day.

C. Attendance days missed for short term unscheduled closures of the Academy, for reasons such as, inclement weather or mass illness will not be made up.

D. Attendance days missed for extended unscheduled closures will be converted to distance learning days at Management's discretion.

E. An advisory committee consisting of representatives of the Administration and the Council and, at Administration's election, representatives of students, parents and other staff, will meet to provide input into the Administration's recommendation to the Board on the Academic Calendar.

6.3 Teacher Workload

The primary responsibilities of the teachers are the first legislative charge, which are those related to the academic program and individual needs of students, as well as to contribute to the second legislative charge by: providing professional development for external educators.

A. Student Support

All IMSA teachers are expected to engage in the holistic support and growth of IMSA's students, both inside and outside the context of individual courses. This includes, but is not limited to, the following:

1. Monitor student academic progress in a timely manner, by keeping track of student learning for purposes of making instructional decisions and providing feedback to students on their progress as dictated by the needs and progress of the students.
2. Respond to student and parent/guardian communication in a timely and professional manner. Timely for the purposes of this agreement will mean that teachers typically respond to communications within two workdays. If more research is necessary, a teacher will respond to the communication with an indication of when a response will be forthcoming.
3. Collaborate with the Principal's Office and support staff to identify needs of both individual students and the whole student body.
4. Collaborate with the Principal's Office and support staff to formulate and enact targeted interventions to provide equitable, individualized support to students.
5. Engage in Professional Learning Communities (PLCs) to determine barriers to and solutions for equitable support within disciplines.
6. Recognize and address student behavior and well-being in collaboration with the appropriate support staff.

B. Communication

1. Teachers will respond to communication, inquiries, and requests from the Principal's Office and academic support staff within two workdays and in a professional manner.
2. The Principal's Office will respond to communication, inquiries, and requests of the teachers within two workdays and in a professional manner.

C. Workload Balancing

One full time equivalent (1.0 FTE) teacher will be assigned four (4) class sections each semester and Titan Crew. Titan Crew will meet two (2) times per week.

1. The schedules and salaries of part-time teachers shall be proportional to the fraction of full time that they are employed.
2. An assignment of more than four (4) classes and Titan Crew in any semester is an overload and will be compensated at 20% of the teacher's salary prorated for the time of coverage.

Teachers will have priority for overload teaching assignments for which they are qualified; provided that nothing prevents administration from determining that an overload assignment will be taught by a qualified temporary instructor instead. All qualified teachers will be notified of the possibility of an overload assignment and will be able to express their interest, with the Principal making the final decision. Unless otherwise agreed to by the teacher and the Principal, overload assignments will be limited to one (1) section per semester.

3. Any teacher who feels that their teaching load is above the set standards in this agreement may file a written request for an evaluation of the situation with the Principal. The written request will include the teacher's reasons for believing the load is excessive. If necessary, the Principal or designees may meet with the teacher to gather additional information. This meeting will take place within five days of receipt of the written request for evaluation of the teaching load. The Principal or designees will provide a written response within five days of the meeting, or if no meeting occurs, then within five days of the written request for an evaluation. The teacher may appeal the written finding to the President within five days after receipt of the written evaluation. The President or President's designee outside the Principal's Office will meet with the teacher, a member of the Council, and Principal within seven days, or as soon as practicable thereafter, so that the teacher can contribute evidence of the excessive load. The final decision of the appeal will be provided in writing to the teacher and the Principal, with a copy to the Council, within seven days of such meeting.
4. The standard operating hours of the Academy are from 8:00am to 4:30pm. Teachers are expected to generally be available for classes and meetings during these work hours.
5. A teacher's workweek includes scheduled time: instructional time, office hours, study sessions, academic staffing meetings, faculty, department, common course, committee meetings and interviews for open positions. In addition, the workweek includes, but is not limited to: planning and preparation for classes, documenting, evaluating and grading student work, preparation of grade reports, professional development activities, communication with parents, meetings with colleagues, and writing recommendations. Teachers may allocate their unscheduled time to accomplish these and other tasks necessary for them to perform their job properly. Teachers are expected to be on-campus at least thirty (30) hours during the regular workweek, including a minimum of five (5) hours taking place on I-Days between the hours of 8:00am and 4:30pm and other days/times between 8:00 and 4:30pm as requested by management or Academy needs.
6. Classes will generally be scheduled Monday through Friday between the hours of 8:00am and 4:30pm, however, management reserves the right to schedule courses at times that fall outside this parameter, to be taught by temporary instructors.

7. Teacher responsibilities on Inquiry Days (I-Days) may include teacher, department, and common course meetings, Independent Study and Student Inquiry and Research (SIR), meetings with students, meetings with staff, office hours, study sessions, advocate meetings, and preparation of material for classes including science labs.
8. Teachers will maintain two (2) in-person office hours per week plus other times as requested or needed by students during the workday when the teacher is available in order to support their academic needs. Teachers will be reasonably available in person if requested by the student.
9. The Principal will schedule no more than two (2) faculty meetings per month of a duration not longer than one (1) hour and the Principal or designee will schedule no more than two (2) interdisciplinary/collaborative/discipline team meetings per month of a duration not longer than one (1) hour unless agreed upon by the teachers in the discipline. Meetings will be scheduled with at least 48 hours notice, except in emergency situations, in order for staff to plan appropriately.
10. Teachers are expected to attend academic staffing meetings. If unable to attend due to either an excused absence approved in advance by the Principal's Office or a scheduled class conflict the teacher will provide a written update of the student's progress to the organizer of the meeting.
11. Teachers will have four (4) grading days per year as reflected on the academic calendar where teachers may work off campus to finish quarter or semester grades. The first and third quarter grading days will be scheduled on the I-day before grades are due (those teaching SIR classes may choose another time) and the second and fourth quarter grading day will be chosen by the teacher during finals week after the teacher has completed all student contact responsibilities. Grades will be due no sooner than 10 calendar days after the end of the marking period.
12. Teachers are expected to work Parent Day on a weekend during the Fall and Spring semester. Teachers are expected to attend Graduation.
13. During Intersession week, teachers will offer or sponsor at least one part-time Intersession course or engage in work approved by the Principal's Office focused on Academy priorities.
14. Teachers in their first year will have five additional days for orientation which will be included in their annual salary and not in addition.
15. If the Administration requests a teacher's presence before or after the academic year as established by the academic calendar and the teacher agrees, the teacher shall be paid an hourly rate of \$40/hr.

16. Student contact time is determined by the nature of the position and varying instructional needs of the departments. Representatives of the Council and the Administration will work together to come to an agreement if there is a proposed change in student contact time.

6.4 Teacher Assignment Procedure

A. The Principal's Office will inform the teachers of the proposed course section numbers and staffing projections for the following year by the end of the third quarter and will work with disciplines to determine teacher schedules for the following year. Proposed schedules for the following year will be provided to teachers prior to the end of the school year. Scheduling changes may happen over the summer in which case the Principal's Office will consult with the teacher regarding necessary changes as soon as reasonably practicable.

B. Generally, teachers will not be assigned to teach both the first and last classes of the day and an effort will be made to assign the teacher a balanced day to day workload. Typically, teachers have two (2) lesson preparations per semester. Teachers will not be assigned more than three (3) lesson preparations per semester. The Principal may make exceptions after consulting with the teacher if the specific subject matter and staffing require it.

C. A teacher may request reconsideration of all or a part of the assignment by submitting a written request for reconsideration to the Principal within five (5) days after receipt of the written assignment notification. The request shall identify those parts of the assignment to be reconsidered and the reasons in support. The Principal, after taking into account the reasons advanced by the teacher, will notify the teacher in writing of the assignment within five (5) days of the request for reconsideration. The assignment will then be final and not subject to further review except by agreement between the Principal and the teacher. In the event of a change in assignment after the start of the academic year, the teacher will be given as much advance notice as is feasible, and the reconsideration and review procedure will be accordingly expedited.

6.5 Class Size

Class size at the Academy will be at a maximum twenty-nine (29) students. In a limited number of situations, an individual student's schedule may necessitate more than twenty-nine (29) students in a class. Specific courses may have lower class size limits. The Principal or designee (e.g. College and Academic Counselor) will communicate with the teacher and the Council before exceeding the class size limit. Every effort will be made to balance class sizes across sections of the same course.

6.6 Room Assignments, Set Up, and Space Use

When feasible, teachers will be given 30 days' notice and assistance to move classroom materials due to remodeling or a change in room assignment. Over the summer, if the classroom materials are not moved within the 30 days, Management will make arrangements for them to be moved.

6.7 Additional Assignments

A. Employees who are assigned additional responsibilities (i.e. SIR class, discipline team leadership positions, etc.) shall have the additional responsibilities and the stipend and/or assignment time (given as a fraction of 1.0 FTE) for such responsibilities stated separately on a professional assignment form and given to the teacher before the end of the school year if possible. (See Appendix A for a list of additional assignments.)

B. The Council and Management agree that collaboration is important for the advancement of the Academy's mission. Management will share with the Council a draft of the final position descriptions that are part of the collective bargaining agreement.

C. All teacher leadership positions will include a selection/deselection process determined by Management with input from the Council.

6.8 Professional Development

A. The Board joins with the Council in a commitment to the importance of professional development. The Administration will offer ongoing professional development on a mandatory and voluntary basis as appropriate based on curricular, instructional, assessment and programmatic needs which stimulates, encourages and enables a teacher to improve their performance, reach their full potential, and increase their culturally responsive pedagogy.

B. Employees will receive additional compensation for scheduled professional development work outside of the academic calendar.

C. Additionally, teachers may request to attend outside professional development and may request funding to defray the costs of specific, professional development activities, including, but not limited to, attending and/or presenting at professional conferences. In considering requests for professional development funding, Administration will take into account the educational needs of the teacher, as well as the budget and overall goals and needs of the Academy.

6.9 Health and Safety

A. The Illinois Mathematics and Science Academy, utilizing resources available to it and the State of Illinois, and in keeping with both recognized safety and occupational health standards and standards designated for schools, shall make provisions for the safety and health of its employees during their hours of employment.

B. A standing Health and Safety Advisory Committee with equal numbers of administrators and Council members, as well as RC Council Members and at management's discretion, additional staff representing other areas of the Academy, will meet at least quarterly based on a 12-month calendar. Its responsibilities will be: 1.) To articulate and publicize procedures for reporting health

and safety concerns; 2.) To promptly address any Health and Safety concerns which are relevant for the Committee that arise, and recommend an adequate timeline for the inspection and, if necessary, the resolution of the reported concern; 3.) To organize health and safety training for employees; and 4.) Plan for the return to campus after distance learning during emergencies, addressing concerns related to health and safety. 5.) Plus, additional responsibilities as needed.

6.10 Other Union Member Job Descriptions

A. Lab Manager Workload

To perform this job successfully, an individual must be able to perform each essential duty satisfactorily.

The primary responsibility of the lab manager is to support students in the science program.

Senior LAB MANAGER 1 1.0 Science (Includes Lab Safety Coordinator duties)

The primary responsibilities of the lab manager are to support students and:

1. Provide basic calibration and maintenance for classroom and laboratory equipment.
2. Coordinate with external vendors for more specialized equipment calibration and maintenance.
3. Chemical preparations, set-up and take down labs for core science classes, and assist with other science class labs as requested.
4. Procurement of office and instructional supplies, materials, and equipment.
5. Maintain an accurate and current inventory of equipment and supplies.
6. Supervise student testing and make up laboratories as requested by teachers and approved by their supervisor.
7. Scheduling of science classrooms and laboratory rooms for auxiliary programs.
8. Assist with classroom responsibilities when necessary, including providing instructional coverage when teachers are absent.
 - a. Additional compensation \$40/mod for long term coverage, i.e., more than one week.
9. Participate in all community development days and team and faculty meetings and faculty development programs as necessary.
10. Work includes exposure to health or safety hazards, which includes strong acids and bases, flammables, organic chemicals, and biohazardous waste.

11. Other duties as assigned.

Lab Safety Coordinator duties of Senior Lab Manager:

1. Enforcement of written safety protocols and guidelines for the handling, storage, and disposal of materials and equipment.
2. Maintain MSDS online safety sheets for the entire IMSA academy, add new MSDS sheets and update current chemicals in use.
3. Review all science-based curriculum for outreach programs for safety protocols (e.g., CTL, PROMISE, and IN2 programs)
4. Management and removal of chemical waste for the Academy, including proper storage of any chemicals on campus. This also includes removing and storing all waste from the lab areas.
5. Providing Lab Safety training for students and staff at IMSA who will be supervising or working in a lab.
6. Research and implementation of any new safety protocols.
7. Documentation of any lab safety violations or incidents.
8. Assist with chemical spills and clean up when needed.
9. Maintain current subscriptions to OSHA lab safety information.
10. Other duties as assigned.

LAB MANAGER 2 - 0.5 Science/0.5 SIR

To perform this job successfully, an individual must be able to perform each essential duty satisfactorily.

The primary responsibilities of the lab manager are to support students and:

1. Provide basic calibration and maintenance for classroom and laboratory equipment.
2. Coordinate with external vendors for more specialized equipment calibration and maintenance.
3. Chemical preparations, set-up and take down labs for core science classes, and assist with other science class labs as requested.
4. Procurement of office and instructional supplies, materials, and equipment.
5. Maintain an accurate and current inventory of equipment and supplies.

6. Supervise student testing and make up laboratories as requested by teachers.
7. Scheduling of science classrooms and laboratory rooms for auxiliary programs.
8. Assist with classroom responsibilities when necessary, including providing instructional coverage when teachers are absent.
 - a. Additional compensation \$40/mod for long term coverage, i.e. more than one week.
9. Participate in all community development days and team and faculty meetings and faculty development programs as necessary.
10. Work includes exposure to health or safety hazards, which includes strong acids and bases, flammables, organic chemicals, and biohazardous waste.
11. Other duties as assigned.

The work schedule follows the academic calendar.

Annual compensation for Lab Managers includes up to an additional ten (10) days during the summer as determined by the Principal's Office, to manage materials, equipment and budget.

B. Instructional Program Assistant (IPA) Workload

The work schedule follows the academic calendar.

To perform this job successfully, an individual must be able to perform each essential duty satisfactorily. The primary responsibilities of the Wellness, Mathematics and Fine Arts IPA are to support students and assist with programs. Specific duties are:

Wellness

1. Provide instructional coverage when teachers are absent
 - A. Additional compensation \$40/mod for long term coverage, i.e. more than one week.
2. Check students and staff into fitness center and documents usage
3. Monitor fitness center, ensure participants are adhering to safe practices and policies
4. Maintain clean fitness center. Ensure all equipment is returned to its appropriate location. Rerack weight plates and put dumbbells in order
5. Maintain clean and safe fitness equipment. Clean equipment properly and thoroughly.

6. Promptly notify appropriate personnel of any unusual situation, such as missing or broken equipment. Repair or coordinate external vendor equipment repair.
7. Assists Wellness teachers in student make up work and monitoring work service.
8. Monitor towel supply, dirty towel bin, and cleans towels
9. Projects a positive and motivating attitude towards participants
10. Sophomore Fitness Induction Coordinator
11. Assist with data entry and aggregation of Wellness-related information
12. Coordinator of School Fitness Initiatives
13. Participate in all team meetings, and community development days. and faculty meetings and faculty development programs as necessary.
14. Maintain an accurate and current inventory of equipment and supplies
15. Other duties as assigned.

Mathematics

1. Teach MI I/II Resource classes in the fall and spring.
2. Set up Webworks for the semester.
3. Supervise math department tutors in the math office.
4. Provide instructional coverage when teachers are absent.
 - a. Additional compensation \$40/mod for long term coverage, i.e. more than one week.
5. Meet with students to provide academic support.
6. Oversee a team of work service students and maintain logs of student work service hours completed.
7. Advise students by providing them constructive comments on projects.
8. Attend weekly team meetings and participate in all team activities.
9. Supervise student makeup testing.
10. Perform and coordinate related clerical tasks, i.e. maintain a set of problem set paper copies and keys, check out books and calculators to students.

11. Participate in all community development days and faculty meetings and faculty development programs as necessary.
12. Other duties as assigned.

Fine Arts (currently .25fte of full-time Choir teacher position)

1. Perform and coordinate related clerical tasks, i.e. music filing, program formatting, library duties, and creating/processing department purchase orders.
2. Maintain an accurate and current inventory of equipment and supplies.
3. Supervise student makeup testing as necessary.
4. Provide instructional coverage when teachers are absent.
 - a. Additional compensation \$40/mod for long term coverage, i.e. more than one week.
5. Facilitate the process of sending instruments out for repair
6. Coordinate with private lesson teachers.
7. Participate in community development days. And team and faculty meetings and faculty development programs as necessary.
8. Other duties as assigned

C. College and Academic Counselors (CAC) Workload

To perform this job successfully, an individual must be able to perform each essential duty satisfactorily.

The primary responsibilities of the CACs are to support the students as follows:

1. The CAC will be responsible for: serving as the primary college planning counselor to assigned students, meeting with students and parents to discuss the college selection and college application process, developing and preparing appropriate college guidance materials, assisting with planning and implementation of college-related events and meetings for students and parents, assisting with the planning and hosting of college mini fairs and college information day, assisting with the planning and implementation of standardized testing, serving as a liaison between students, parents, and colleges during the college application process, writing comprehensive letters of recommendation for college admissions for all assigned students, visiting colleges and universities and attending professional conferences, completing scheduling of rising juniors and seniors, serving as primary academic counselor (Case Manager) to assigned students, serving as a Case Manager to students on academic probation or with other academic concerns, developing

academic plans for students with academic difficulties, monitoring and following up with students' attendance at required Evening Study, conducting student academic conferences when needed, monitoring student progress toward graduation, communicating with students' parents regarding academic and social/emotional performance, serving as a member of the academic, personal, and social intervention support team (Strategies Team), and providing effective administrative support by monitoring, maintaining, performing special projects and carrying out on-going functions as assigned by and discussed with the Coordinator of College and Academic Counseling, and other duties as assigned.

2. Assist with proctoring PSAT and APs.
3. The Coordinator of College and Academic Counseling is responsible for all duties assigned to a CAC in addition to Coordinator duties (See Appendix A) per our tentative agreement for this position.
4. Each class at the academy is divided into equal parts and assigned to a CAC.
5. The typical student load for a CAC is approximately 160 students. If there is a significant increase in students assigned to a CAC (e.g. one CAC position is vacant), an overload will be paid a rate 20% of current salary.
6. Each CAC will be allotted five workdays to be used as writing days for the purpose of writing comprehensive letters of recommendation for college admissions for all assigned students. CACs are not required to be on campus during these writing days. No more than one CAC can be off for writing days at a time.
7. Other duties as assigned.

The work schedule follows the academic calendar.

D. Librarian Workload

To perform this job successfully, an individual must be able to perform each essential duty satisfactorily.

The primary responsibilities of the Librarian are to support students and staff. Specific duties are:

Collection Development

1. Regularly review key selection resources to identify potential additions to the collection, both print and electronic, pertinent to the IMSA curriculum, teaching and research practices, residential programs, and general reading interests.
2. Develop and maintain proactive, working relationships with teachers, staff, and students to stay current with curriculum and teaching directions, subject area needs and interests.

3. Systematically assess the collection for balance, utility, timeliness, and format.
4. Identify and coordinate the withdrawal of outdated print and electronic titles.
5. Prioritize and coordinate the input of orders in an online system.
6. Promote collections and inform users of new acquisitions.
7. Cultivate and implement policies and procedures that reflect the IRC's values and goals.

Reference Services

1. Provide proactive, customer-oriented information, reference, and research assistance.
2. Develop, design, and deliver research skills classes in partnership with faculty and IRC Supervisor.
3. Supervisor.
4. Create and update online research guides, information literacy handouts, Web resources, and displays to leverage knowledge for the community.
5. Work harmoniously with IRC team and IMSA community to maximize efficiency of operation and patron services.
6. Maintain professional knowledge of current trends, developments, standards, best practices, and technologies, especially in reference and collection development.
7. Conduct special projects in collection development and reference.
8. Assist in daily library operations and other duties as assigned.
9. Other duties as assigned.

The work schedule follows the academic calendar.

E. Learning Strategies Coordinator Workload

To perform this job successfully, an individual must be able to perform each essential duty satisfactorily. The primary responsibilities of the Learning Strategies Coordinator are:

1. Provide instructional support to any student in need, either 1-on-1 or in a group setting.
2. Assist students with executive functioning, time management, etc., in both one-on-one and group settings.
3. Meet weekly with a select group of students who are at-risk, struggling, or as noted in Ed Plans.
4. Act as liaison and provide the necessary supports for students, families, and Academy personnel.

5. Facilitate all sophomore Academic Staffings.
6. Create/maintain an online resource for students to access regarding peer tutoring services and academic support material.
7. Train peer tutors.
8. Coordinate and disseminate tutor schedules in the main building.
9. Conduct summer orientation interviews for students with special needs (if available).
10. Provide services as Student and Disabilities Coordinator on behalf of the College Board and ACT.
11. Coordinate sophomore student leaves.
12. Other duties as assigned.

The work schedule follows the academic calendar.

Academic Support Specialist Workload

To perform this job successfully, an individual must be able to perform each essential duty satisfactorily.

The primary responsibilities of the Academic Support Specialist are to support students and as follows:

1. Development, implementation, and support for student Education Plans
 - a. Perform all initial in-take interviews
 - b. Ensure all accommodations are appropriately documented and communicated to required Academy personnel
 - c. Act as liaison to support all Academy personnel in relation to appropriate execution of Education Plans
 - d. Provide the necessary follow-through for student success and Academy compliance
2. Provide support for Academic Support Programs
 - a. Conduct regular check-ins with IMSA Peer Tutors
 - b. Assist with peer tutor training

- c. Assist the Director of PROMISE to monitor identified Advocate Program students
 - d. Act as liaison and provide the necessary follow-up/supports for Advocate Program students, families, and Academy personnel
3. Distribute information each semester (to faculty and staff) about the students with whom they work who have special needs and/or students with education plans.
 4. Hold flexible hours to meet with students and accommodate student and teacher schedules for “education plan conferences.”
 5. Other duties as assigned.

The work schedule follows the academic calendar.

Note: All positions are expected to perform work using an equity lens as trained by their supervisors and pursuant to individual effort to learn and understand the practical application of educational equity

Appendix A: Additional Assignments

(Title may change for all positions)

Members may be removed from stipend positions or not reoffered positions based on unsatisfactory performance. There is no guarantee of any compensation and is at Management’s discretion based on budget and other Academy priorities. If approved, hours will be determined by Management.

All stipend positions require paper timesheets to be completed in order to comply with State regulations and expectations. Any time worked for a stipend and recorded on a paper timesheet may not also be recorded on the timesheet that reflects your regular work hours.

Team Coordinator

Positions Available:

- One Team Coordinator each for English, Fine Arts/Wellness, History/SS, World Languages, Mathematics, and Computer Science
- Co-Coordinators (two per team) for Science

Summary: The Team Coordinator provides instructional leadership and enhances articulation regarding curriculum alignment to IMSA’s mission, beliefs, and SSLs. The Team Coordinator is responsible for leading the team in curriculum and program reviews and revision of the program and curricula through an equity lens. The Team Coordinator supports the design and implementation of a comprehensive assessment system and collects and analyzes data to inform and support student-centered learning and instructional practices. The Team Coordinator is also

responsible for the administrative logistics and planning for the team, including but not limited to supply orders and coordination of the team's master schedule.

Compensation: \$6000

Ten Month + 2 Weeks in the summer as designated by the Principal's Office.

College and Academic Counselor (CAC) Coordinator (Tentative: We have already reached an agreement regarding the temporary status of this position)

Summary Description: Supervise and evaluate other CACs, an Administrative Assistant, and the Registrar, oversee day-to-day operations of the CAC office, perform special CAC projects (Fox Valley Area Counselors Luncheon, Senior Celebration), oversee the administration of PSAT and AP examinations, represent the CAC office at Preview Day and PAC meetings, maintain professional relationships with higher education offices of admission, build rapport, counsel and provide support to IMSA internal and external constituencies, maintain Naviance, oversee the CAC office budget, and compose Quarterly CAC Newsletters for parents via *Constant Contact*.

Compensation: Reduced student load

Peer Support Team (PST) Member

Description: As designated in the teacher evaluation process, the peer support team member provides guidance and support for new teachers. The PST member conducts informal observations, provides written and verbal feedback and professional expertise.

Compensation: No Compensation, this is voluntary

Student Inquiry & Research (SIR)

Management Team

Assignment: 1.25 FTE (May be split by more than one faculty member)

Summary Description: Provide management of the SIR program at IMSA. Provide support, manage and supervise students for the program, communicate regularly with on and off campus mentors, review all projects, monitor student progress, grade the work of the off campus SIR students, and organize and facilitate IMSAloquium.

SIR Course

Assignment: 0.25 FTE

SIR course is included as one of the four (4) sections the teacher is assigned each semester.

Summary Description: Supervise and mentor a group of at least 8 students enrolled in the SIR program. Meet with students on I-days (and other days as needed), monitor student progress, and grade their work.

SIR Project (Note: This is not exclusively bargaining unit work)

SIR projects in addition to the four (4) sections the teacher is assigned each semester.

Summary Description: Supervise and mentor one or more students enrolled in the SIR program. Meet with students on I-days (and other days as needed), monitor student progress, and grade their work

Compensation: No Compensation, this is voluntary

Summer SIR (To be approved in advance by the Principal's Office)

Management:

Summary Description: Provide support to students working on SIR projects over the summer and continue to make contacts with mentors

Compensation: \$40/hour

Projects:

Summary Description: Provide support to students working on SIR projects over the summer.

Compensation: No Compensation, this is voluntary

Independent Study (this is not exclusively bargaining unit work. Non-teachers can also do Independent Study with students on a volunteer basis)

Summary Description: Students study topics of their interest with faculty guidance, expertise, and supervision.

Compensation: No Compensation, this is voluntary

Writing Specialist

Assignment: 0.5 FTE

Summary Description: Manage the writing center and work with students and student tutors on their writing assignments; hire, train, and supervise 50-60 student tutors each year; provide one

day of training for the student tutors at the beginning of the school year outside of the regular work week (compensation will be provided either as compensation time or at a rate TBD); provide workshops for tutors occasionally throughout the year; work one-on-one with students on a weekly basis that are struggling in writing-intensive classes, and serve on the Strategies Team and the Selections Committee for Admissions. The Writing Center hours are 9:30am-4:45pm.

Class Coverage

Short term: Direct coverage for faculty for a specific course and section; the teacher is responsible for supervision and instruction. (All lesson plans will be available on Canvas in a format that is reasonably ascertainable as a lesson plan as distinguished from notes of teacher expectations of students.) Up to one week.

Compensation: \$100/mod

Long term (beyond one week Principal's Office discretion on hire – can hire non-bargaining unit member for up to balance of academic year). Qualified Union members have the first right of refusal. Direct coverage for faculty for a specific course and section; the teacher is responsible for planning, instruction, assessment, evaluation of students, communication with students and parents, and is the teacher of record in the gradebook.

Compensation: 20% of salary prorated for time of coverage

Preview Days

Summary Description: Teachers provide information about their program and/or a sample lesson to prospective students and parents.

Compensation: \$40/hour

Student Orientation

Summary Description: Teachers provide an introduction to students about courses at IMSA and participate in the “resource” fair, answering questions specific to each department.

Compensation: \$40/hour

Placement Exam Grading (as directed by the Principal's Office)

Positions may be available in math, science, and world languages. If available, teachers have right of first refusal.

Summary Description: Teachers from Math, Science, and World Languages write placement

exams for incoming sophomores, grade those exams and provide placement of each student into specific courses. The Math teachers also provide the main selection criteria for Excel.

Math: 40 hours

Languages: 90 hours (1 Teacher for general placement – 20 hours, Spanish - 30 hrs, Chinese - 10 hours, German -10 hours, French – 20 hours)

Chemistry: 6 hours

Physics: 4 hours

Biology: 10 hours

Compensation: \$40/hour

Summer Curriculum Work

Teachers work on revising curriculum for current courses or write curriculum for new courses being offered at IMSA as approved in advance by the Principal's Office.

Compensation: \$40/hour

Providing Opportunities for Mathematics and Science Enrichment (PROMISE) Programs: (Note: Programs and related positions listed in CBA are not commitments to maintain them and are subject to change or be eliminated as determined by management. Additionally, this is not exclusively bargaining work)

IMSA's PROMISE Program addresses the unique challenges of culturally, linguistically, and ethnically diverse students who choose to pursue STEM education by providing academic enrichment programming.

1. Leading Students to Success (LS2S) and Early Intervention Program (EIP)

Positions Available: Instructors and Lab Manager

Summary Description: Instructors teach 7th through 9th grades on select Saturdays during the school year.

Compensation: \$250/session.

2. Summer Enrichment for Academics in Mathematics and Science (SEAMS)

Positions Available: Instructors

Summary Description: SEAMS is a residential program for students who have just completed 8th grade. This program focuses on skill development and math, science and English skills.

Compensation: \$40/hr. Not to exceed 80 total hours, which include, planning, assessment, student support, and instruction.

EXCEL Program (Note: Programs and related positions listed in CBA are not commitments to maintain them and are subject to change or be eliminated as determined by management. Additionally, this is not exclusively bargaining work)

Positions Available: Instructors

Summary Description: EXCEL is a pre-enrollment program that focuses on skill development and problem solving in mathematics, science, and English, as well as residential living.

Compensation: \$40/hr. Not to exceed 100 total hours, which include, planning, assessment, student support, and instruction.

Additional Positions

If new positions are added, Management will meet and confer with the Council on the position descriptions.

All supplemental assignments that remain will include a selection/deselection process determined by Management with input from the Council.

ARTICLE VII

MANAGEMENT RIGHTS

Nothing in this Agreement is to be interpreted as constituting a waiver of the Board of Trustees' rights and responsibilities to create and maintain the Academy in accordance with the legislative charges and the best interests of all stakeholders, including, but not limited to, students, families, and staff, including faculty. The intent of this Agreement is to establish wages, working hours and conditions of employment with the IMSA Council.

Accordingly, the Board hereby retains and reserves unto itself, without limitation, all powers, rights, authority, duties and responsibilities, subject to the terms of the collective bargaining agreement, conferred upon it and vested in it by the laws and Constitutions of the State of Illinois and the United States of America, including, but without limiting the generality of the foregoing, the right:

- A. To the exclusive management, organizational, and administrative control of the Academy and its properties and facilities;
- B. To direct the work of its employees, and determine the kinds and levels of services to be provided and the methods and means of providing those services including entering into Agreements with private vendors for service;
- C. To hire all employees, to determine their qualifications and the conditions for dismissal;
- D. To establish educational policies, goals and objectives; to ensure rights and educational opportunities of students; to determine staffing patterns, to determine the number, deployment and kinds of personnel required in order to maintain the efficiency of Academy operations;
- E. To determine class schedules, and the assignment of teachers with respect thereto;
- F. To determine the services, supplies and equipment necessary to continue its operations and to determine the methods and processes of carrying on the work;
- G. To determine the size of the management organization, its functions, authority, amount of supervision and chart of organization;
- H. To determine the overall goals and objectives, as well as the policies affecting the educational programs;
- I. To direct and determine the size of the workforce, including the right to hire, discipline and transfer;
- J. To build, move or modify facilities, including the closing of offices, departments, divisions, buildings, or other facilities; to establish budget procedures and determine budgetary allocation.

The exercise of the foregoing powers, rights, duties and responsibilities by the Board of Trustees and the adoption of policies, rules, regulations and practices in furtherance thereof, shall be the exclusive jurisdiction of the Board, except as limited by law or the terms of this Agreement.

TA - final draft review

ARTICLE VIII

SALARY/WAGES, STIPENDS, RETIREMENT

8.1 Salary and Wages

2020-2021 Retroactive Pay

Each bargaining unit member employed during the 2020-2021 year and still employed on the date this Agreement is ratified will receive retroactive pay of 2.5% added to their 2021-2022 base salary/wages.

2021-2022 and 2022-2023

FOR TEACHING STAFF

2021-2022

This applies to each bargaining unit member employed during the 2021-2022 year and still employed on the date this Agreement is ratified. Salaries shall increase by 2.5% retroactive to the start of the 2021-2022 year.

2022-2023

Salaries shall increase by 5.0%.

NBPTS

Each bargaining unit member that becomes National Board Certified will receive an increase to their base salary of THREE THOUSAND DOLLARS AND NO/100 (\$3,000.00).

FOR NON-TEACHING STAFF

Wages shall increase by the same percentage as the salaries of the teaching staff as set forth above.

8.2 “PATH FORWARD” COMMITTEE

A joint committee of administrators and bargaining unit members will work together to construct a “path forward” in an attempt to ensure that bargaining unit salaries and wages are compared to similarly situated educational employees. Committee recommendations on future treatment of salaries and wages will be reported to the union and administration for use in collective bargaining.

The committee will be composed of no more than four members chosen by the union and four chosen by the administration. Meetings will be set by mutual agreement and will be held at least once every other month unless the parties mutually agree to cancel the meeting.

8.3 Stipends

Stipends for 2021-2022 and 2022-2023 will increase by the same percentage as annual base salaries those years.

Stipends will only be paid if the program is held or if the work is performed.

Depending on annual legislative appropriations, it may be necessary to reallocate some stipend work. The Administration would meet and confer with the Council before any reallocation.

8.4 Retirement Plan

Provided that employee participates, IMSA shall offer a tax-sheltered annuity retirement plan (e.g., a 403b plan) in which to make elective salary contributions in order to save for retirement.

Only for employees in year 3 through 8 of employment, IMSA, and subject to an annual appropriation of funds from the Illinois General Assembly, sufficient to fund this payment, will contribute an amount to any such plans equal to employee's contribution, up to Five Hundred Dollars (\$500) each fiscal year.

Only for employees in year 9 and above of employment, IMSA, and subject to an annual appropriation of funds from the Illinois General Assembly, sufficient to fund this payment, will contribute an amount to any such plans equal to employee's contribution, up to One Thousand Dollars (\$1,000) each fiscal year.

IMSA's matching contributions will be made in the Fall and the employees must be on the payroll at the time of IMSA's contribution. The employees' most recent evaluations must be "meets expectations." Part-time employees will receive a pro-rated IMSA matching contribution.

ARTICLE IX
EMPLOYEE BENEFITS

9.1 Sick Leave

Full-time employees accumulate twelve (12) sick days/96 hours per fiscal year (on a pro-rated basis for part-time employees) up to a maximum accumulation of 180 days. Sick leave may be taken for mental health reasons. Partial sick leave may be taken in one (1) hour increments. Employees may use accumulated paid sick leave for the following reasons:

1. The employee's own illness/injury and mental health;
2. The employee's own appointments with a health care provider, when such appointments can only be arranged during work hours;
3. To care for an immediate family member (spouse, child, parent, or other immediate family) in the event of their illness/injury or health care provider appointment.

The employee must meet the following conditions in order to qualify for sick leave benefits:

1. The employee must notify the immediate supervisor of the illness as early as possible in advance of the scheduled work time and describe the nature of the illness and expected time of return to employment.
2. Sick day compensation will be paid for the first three (3) days of continuous absence without a physician's statement. A physician's statement may be required for absences in excess of three (3) consecutive days.
3. Absences exceeding three (3) calendar days may fall under FMLA (Policy GBVD). Human Resources will provide the employee with FMLA information upon notification of sick paid leave absence exceeding three (3) days.
4. Employee absences related to the Americans with Disabilities Act (ADA) will be reviewed on a case by case basis.
5. Medical certification will be required for all leaves of ten (10) or more work days, regardless of FMLA coverage.
6. Upon exhaustion of paid sick leave, the employee will be required to utilize any accrued personal time prior to taking unpaid leave.
7. If neither FLMA or ADA applies to an extended sick leave, there is no guarantee of a position if a leave extends beyond the accumulated paid sick leave. If the employee is unable to return work and the Academy decides the position can no longer be held, the employee's status will be changed to "resigned due to medical reasons."

8. An employee is required to keep the supervisor advised regarding their condition and ability to return to work at least once each week during extended sick leave.
9. Prior to returning to work, the employee must obtain a statement from the treating health case provider stating the date that the employee is able to return to work and perform the essential duties of the position.

Credit for Accumulated Paid Sick Leave

With the exception of employees who are entitled to partial payment for their previously banked pre-1998 sick days, employees are not eligible for payment of unused sick leave upon termination of employment with the Academy, but unused/unpaid sick leave may be converted to additional service credit as allowed under SURS or reciprocal systems.

9.2 Personal Leave

Eligible full-time, non-temporary employees accumulate two (2) personal days per fiscal year (on a pro-rated basis for eligible part-time employees). Scheduling of these personal days must be approved at least 48 hours in advance by the employee's supervisor. The personal days granted the employee must be taken prior to the end of each academic year or they are forfeited.

9.3 Paid Parental Leave

1. The Academy provides paid parental leave, which is paid time off to allow new parents (birth, adoptive or foster) to bond with their new child, to all eligible employees.
2. Eligible employees are those who have been employed by the Academy for at least twelve months and who have worked at least 1,250 hours during the previous rolling twelve month period and must be the biological, adoptive or foster parent. Surrogate mothers and sperm donors are not eligible. However, surrogacy may be eligible for other leave associated with other leave policies. If both parents are employed by the Academy, and are otherwise eligible, both are eligible to receive paid parental leave.
3. Eligible employees will receive four weeks (160 hours) of paid parental leave at 100% of the employee's base rate of pay, prorated according to the employee's status (i.e., FT, PT, etc.). Proof of the birth, adoption or foster placement is required to receive paid parental leave. Additional documentation of proof of eligibility may be requested by Human Resources.
4. Paid parental leave is administered in conjunction with and will run concurrently with the Family and Medical Leave of Absence Policy (Policy GBVD) ("FMLA"). Employees who are not eligible for FMLA leave are not eligible for paid parental leave. However, individuals may be eligible for Unpaid Leave of Absence, pursuant to Policy GULA. Please contact the Human Resources Department for clarification.
5. All paid parental leave must be used consecutively within six (6) months of the birth, adoption, or foster placement. Use of paid parental leave can only be used once in a twelve

(12) month rolling period. For 10-month employees, whose consecutive use of paid parental leave would extend into the summer break period, any remaining leave may be used consecutively upon return in the fall.

6. Paid parental leave, which is used in conjunction with available sick, personal and vacation leave must be used first. Multiple births, adoptions or foster placements that occur at the same time do not extend the length of paid parental leave.
7. Paid parental leave is an employee benefit. Employees are not eligible for payment of unused parental leave.

9.4 Bereavement Leave

1. The Academy provides time off with pay to arrange and/or attend funeral and memorial services (or otherwise grieve the loss) of certain family members.
2. All regular, full-time and benefit eligible part-time employees are provided up to five (5) days of bereavement leave following the death of an immediate family member (defined as current spouse, child, step-child, parent, step-parent, sibling, step-sibling, or in-laws) and up to three (3) days of bereavement leave following the death of an extended family member (defined as grandparent, grandchild, aunt, uncle, cousin, niece, or nephew).
3. Employees may be required to provide documentation of a death and the relationship to the deceased before leave time may be approved or paid.
4. An employee must notify their supervisor as soon as possible of their request. Immediate supervisors may approve the use of additional paid (e.g., vacation, personal) or unpaid leave. All paid leave available must be exhausted before unpaid leave is approved.

9.5 Sabbatical Leave

It is the policy of the Academy to allow eligible employees to take paid sabbatical leave to focus on personal and/or professional development, rejuvenation, volunteer, study, research and other professional development activities. Employees eligible for sabbatical leave will be held accountable for the activities or materials they choose to conduct or create during this leave. All intellectual property created during an employee's sabbatical leave falls under the Academy's current Intellectual Property Policy (Cross Reference: GIP/JIP).

Eligibility

1. Faculty may apply for a sabbatical leave after every seven years of continuous full-time service. These employees may apply to take sabbatical leave for one academic semester at full pay or the full academic year at 50% of pay.
2. Employees at director and executive levels are also eligible to apply for sabbatical leave after every seven continuous years of full-time service. These employees may apply to take sabbatical leave for six (6) weeks at full pay or twelve (12) weeks at 50% pay.

3. All other employees are also eligible to apply for sabbatical leave after every seven continuous years of full-time service. These employees may apply to take sabbatical leave for four weeks at full pay or eight weeks at 50% pay.
4. Employees on approved sabbatical leave will receive pay and continued benefits during the period of leave and the standard deductions, including deductions for medical and dental benefits, SURS contributions and 403b voluntary contributions shall continue.

Conditions

1. Employees must be in good standing with the Academy at the time of application for sabbatical leave and at the time sabbatical leave is proposed to start. "Good standing" means that the employee satisfactory performance as evidenced by the most recent annual evaluation or principal recommendations for faculty. Additionally, the employee has not had any unresolved, meaningful performance/behavior problems in the twelve months preceding application for sabbatical leave.
2. Employees who are approved for sabbatical leave must return to the Academy for a period of at least one year immediately following the leave. If the employee does not return for one full year, the Academy shall be entitled to full reimbursement for the salary paid during the sabbatical or a pro-rated portion thereof depending upon the time of departure from the Academy. The amount owed by the employee may be withheld with earnings owned to the employee through payroll deduction, up to the fullest extent permitted by law. By requesting a sabbatical leave, the employee specifically agrees to repay such amounts as provided in this paragraph, and to payroll deduction if the circumstances warrant and allowed by law.
3. In no event will an employee be entitled to any payment for unused sabbatical leave or sabbatical time that has been waived, including upon termination of employment. Sabbatical leave will not be granted in the twelve months prior to an employee's retirement.
4. Employees returning from sabbatical leave are expected to submit a presentation (slide show, written report, video, etc.) to the employee's Cabinet member for review with Cabinet, summarizing the sabbatical leave activities and personal and/or professional benefits and outcomes of the sabbatical and, if requested, to present to the Academy and/or the Board on such report.
5. Employees on sabbatical leave must continue to complete time sheets to report time expended on sabbatical activities. Holidays falling within the sabbatical leave period will not be carried forward and do not extend the sabbatical. However, employees may, if approved, extend the sabbatical leave period with accrued vacation/personal leave time.
6. Unless specifically directed to do so or contacted by a Cabinet level Academy leadership about an emergency Academy-related matter, employees shall not be participating in any work-related activities during a sabbatical leave.
7. When an employee returns from a sabbatical leave, the Academy will return the employee to the employee's same position held before the sabbatical leave or to a similar position that is equivalent in terms of compensation, benefits and hours.

8. A sabbatical leave will not be denied solely because of Academy budget and/or other resource constraints. Notwithstanding anything contained herein, nothing in this policy creates any right or guarantee that a sabbatical request will be approved.

9.6 Unpaid Leave of Absence

1. Requests for unpaid leave of absence must be submitted in writing with explanatory details, to the immediate supervisor and to Human Resources. Each case will be considered independently, and approval will be determined based upon the reason for the leave and the needs of the Academy. Final written approval must be received from the Human Resources Department.
2. Unpaid leaves of absence may be requested for up to one (1) academic year if agreed to by the employee and the Human Resources Department.
3. Employees may request a full or partial (e.g., temporary move from full time to part time status) leave.
4. If approved, the terms of the leave will be documented in an agreement between the employee and the Academy, including terms of reinstatement to prior position and FTE.
5. For full leave, neither paid leave benefits nor service credit will continue to accrue during the unpaid leave of absence. Eligibility for other employer-provided benefits (e.g. medical insurance, dental insurance) will be affected as well, based upon the duration of the leave and conditions will be included within the agreement.
6. For partial leave, paid leave benefits and service credit will continue to accrue at a pro-rated FTE Eligibility and costs for other employer-provided benefits (e.g. medical insurance, dental insurance) will be affected.
7. Failure to comply with the terms of the leave will nullify the agreement. Failure to return to work on the designated date will be considered a voluntary resignation.

9.7 Day of Giving

Employees are eligible to take one (1) paid day of giving each academic year in order to volunteer their time to give back to the community.

9.8 Other Leave Policies

See current Board policies for the Family and Medical Leave Act (FMLA), Domestic Violence Leave, Family Military Leave, and Leave for Jury Duty.

9.9 Medical/Dental/Eye/Life Insurance

Through June 30, 2023, the Employer shall continue in effect, and the employees shall enjoy the benefits, rights and obligations of the Group Insurance Health and Life Plan applicable to all

Illinois State employees pursuant to the provisions of the State Employees Group Insurance Act of 1971 and amended by P.A. 90-65 and as amended or superseded. Employee Health Care Benefits shall be set forth in Appendix A of the 2015-2023 Master Contract between the Department of Central Management Services (CMS) and the American Federation of State, County, and Municipal Employees (AFSCME).

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ARTICLE X

DURATION AND RELATED SECTIONS

9.1 No Strike

The Council agrees not to strike, or engage in, or support or encourage any concerted refusal to render full and complete services to IMSA or to support any activity which would disrupt the operations IMSA during the term of this Agreement.

9.2 Severability

If any provision of this Agreement is held to be illegal, it shall be deemed invalid, and all other provisions shall continue in full force and effect. The parties agree to attempt to renegotiate the provision deemed to be invalid.

9.3 Duration

This Agreement shall be effective July 1, 2020 through June 30, 2023.

Dr. Erin W. Roche
Chair, Board of Trustees
Illinois Mathematics and Science Academy

Dr. Michael W. Hancock
President, IMSA Council
Local 604 AFT/IFT

Date

Date

Memorandum of Understanding (MOU)

Board of Trustees
Illinois Math and Science Academy
Kane County, Illinois
and
American Federation of Teachers
Local 604
IMSA Council

This Memorandum of Understanding (“MOU”) clarifies the Illinois Educational Labor Relations Board’s (“IELRB”) October 07, 2020, Order, which defined the bargaining unit.

CERTIFIED UNIT

Included:

All persons employed full-time and part-time by Illinois Mathematics and Science Academy in the following job titles or classifications: Teacher; Lab Manager; Instructional Program Assistant; College and Academic Counselor; Academic Support Specialist; Learning Strategies Coordinator; Librarian.

Excluded: All other persons employed by Illinois Mathematics and Science Academy.

Purpose

The purpose of this MOU is to clarify the parties understanding of the inclusion of the position of Coordinator of College and Academic Counselors and avoid any future confusion regarding the composition of the bargaining unit.

Duration

It is the understanding of the Council and the Academy that for the duration of the employment of the current Coordinator of College and Academic (Julia Husen) this position will be “grandpersoned” and incorporated within the bargaining unit.

The parties have a shared understanding that “supervisory” duties for other members of the bargaining unit that previously had been an expectation for this position will become the responsibility of administration. Additionally, any and all “coordination” duties will continue to be an expectation of this position, as per the job posting (Exhibit A).

The Parties to this MOU agree, without objection, that once this position has been vacated the position will not be within the bargaining unit.

ILLINOIS MATH AND SCIENCE ACADEMY

By: _____
Jose Torres, President

Date: _____

IMSA COUNCIL 604

By: _____
Michael Hancock, President

Date: _____

TA - final draft review

Board of Trustees
Illinois Math and Science Academy
Kane County, Illinois
and
American Federation of Teachers
Local 604
IMSA Council

MEMORANDUM OF AGREEMENT
2022-2023 CLASS SIZE

For the 2022-2023 school year only, the parties agree that the class size number of twenty-nine (29) students will be achieved only by attrition and not by a reduction in force. Attrition includes a reduction in bargaining unit employees caused by the departure of employees voluntarily or at the conclusion of a contract to replace an employee on leave or for performance reasons.

ILLINOIS MATH AND SCIENCE ACADEMY

By: _____
A. Lynn Himes, Board Attorney

Date: _____

IMSA COUNCIL 604

By: _____
Michael Hancock, President

Date: _____